

SPECIFICATIONS

FOR

HALLIE BENTLEY PRV PROJECT

TOWN OF McADENVILLE
NORTH CAROLINA

SEPTEMBER 2024



We are **TRU** to our customers!

CE&D PROJECT No. 21126

CLAYTON

ENGINEERING & DESIGN

PREPARED BY: WILLIAM S. CLAYTON, P.E.

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ADVERTISEMENT FOR BIDS

Bids for the Construction of McAdenville Hallie Bentley PRV will be received on or before 2:00 PM (Local Time), February 6th, 2025. Bids can be either Hand Delivered or Emailed to the Office of Clayton Engineering & Design, and then at said office, reviewed by the Owner and Engineer.

PHYSICAL ADDRESS:

Clayton Engineering & Design, PLLC
1209 9th Ave NE
Hickory, NC 28601
wclayton@clayton-engineering.net

MAILING ADDRESS:

Clayton Engineering & Design, PLLC
PO Box 2351
Hickory, NC 28603
wclayton@clayton-engineering.net

The project consists, in general, of the installation of a new water main extension and PRV installation. Along with any appurtenances and work needed.

Bidders, suppliers and subcontractors may obtain electronic contract documents from the Engineer for bidding purposes. Bidders, suppliers and subcontractors may purchase contract documents from the Engineer for bidding purposes at a cost of \$100.00 per set not including postage; this cost is not considered a deposit and will not be refunded. Documents need not be returned to the Engineer.

A performance bond and a payment bond, each in the amount of 100% of the contract price, may be required of each successful bidder.

In accordance with North Carolina law, bids will be accepted only from bidders who are licensed general contractors in the State of North Carolina. Small, female, minority, and local contractors are encouraged to bid on this project.

No bid may be withdrawn for a period of 60 days after the actual bid opening date.

The Owner reserves the right to reject any or all bids or any part of a bid, and to waive informalities and technicalities in the bid.

The Town of McAdenville encourages small, female, minority and local contractors to bid on this project. The Town also promotes fair housing, is an equal opportunity employer, and encourages others to provide equal employment opportunities.

ENGINEER
CLAYTON ENGINEERING & DESIGN, PLLC

1209 9th Avenue NE
Hickory, NC 28601

Telephone (828)-455-3456

OWNER
TOWN OF McADENVILLE

PO Box 9
McAdenville, NC 28101

Telephone (704) 824-3190

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

ADVERTISEMENT FOR BIDS

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: McADENVILLE PRV PROJECT
Town of McAdenville, NC

The OWNER has considered the BID submitted by you on February 6th, 2025, for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your Base BID has been accepted for all items in the amount of \$

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the OWNER. Dated this ___th day of ___, 2025.

Owner

By: _____

Title: _____ Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

This the _____ day of _____, 2025

By _____

Title _____

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

NOTICE TO PROCEED

TO: _____ Date: _____

PROJECT: McADENVILLE PRV PROJECT
TOWN of McADENVILLE, NC

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2025, on or before _____ 2025, and you are to complete the WORK within 30 consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 2025.

Owner
By: _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

This the _____ day of _____, 20____

By _____

Title _____

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

CONSTRUCTION CONTRACT

State of North Carolina
County of Gaston

This Agreement, made this ___th day of ___, 2025, by and between Town of McAdenville, hereinafter called "Owner", and _____ hereinafter called "Contractor",

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete construction of the Town of McAdenville PRV Project.

2. The Contractor shall furnish all material, supplies, tools, equipment, labor and other services necessary for construction and completion of the Project described herein:

McADENVILLE HALLIE BENTLEY PRV PROJECT TOWN OF McADENVILLE, NC

3. The Contractor will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed. Work will be fully complete within 30 calendar days from the date of the Notice to Proceed. Should the Contractor fail to complete the Work within the time stated above, the Contractor agrees to pay liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter until said Work is fully complete.

4. The Contractor agrees to perform all Work described in the Contract Documents and to comply with the requirements therein for the Bid Sum of \$ _____, as shown in the Bid Form.

5. The term, "Contract Documents" means and includes the following:

Contract proposals and all attachments thereto dated _____ th, 2025

Drawings

Bid Form

Notice of Award

Construction Contract Form

Notice to Proceed

Tax Statement

General Conditions

Supplementary Conditions

General Paragraphs

Basic Requirements

Certificate of Insurance

Form of Pay Application

Form of Change Order

6. The Owner will make payments to the Contractor in the manner and at such times and amounts as required by the Contract Documents.

7. E-Verify: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF: The parties hereto have executed or caused to be executed by their duly authorized officials, this Contract in three (3) each of which shall be deemed an original on the date first above written.

OWNER:

TOWN of McADENVILLE

By: _____

Mayor

(SEAL)

ATTEST:

Name: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

(SEAL)

ATTEST:

Name: _____

Printed Name: _____

Title: _____

REQUEST FOR INFORMATION

TO: Clayton Engineering & Design, PLLC.
ATTENTION: William S. Clayton, P.E.

RFI NO.:

OWNER'S PROJECT NO.:

CE&D COMMISSION NO.: 21126

PROJECT NAME: McAdenville PRV Project
Town of McAdenville, NC

PROJECT LOCATION: Town of McAdenville, NC

SUBJECT: _____

SPEC. SECTION: _____

DRAWING NO.: _____

=====

REQUEST:

PROPOSED SOLUTION:

DATE RESPONSE REQUIRED: _____ BY: _____

=====

RESPONSE:

BY: Clayton Engineering & Design, PLLC.

DATE: _____

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

REQUEST FOR INFORMATION-1

CONTRACT CHANGE ORDER

Date

Project No.

Location

TO (Contractor)

Contract No.

Change Order No.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
<p>Change in contract price due to this Change Order:</p> <p>Total decrease</p> <p>Total increase</p> <p>Difference between Col. (3) and (4)</p> <p>Net (increase) (decrease) contract price</p>		<p>\$</p> <p>XXXXXXXXXXXX</p> <p>\$</p> <p>\$</p> <p>\$</p>	<p>XXXXXXXXXXXX</p> <p>\$</p> <p>\$</p> <p>\$</p>

The sum of \$ _____ is hereby (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is \$ _____.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Recommended by: _____
Architect/Engineer

_____ Date

Accepted by: _____
Contractor

_____ Date

Approved by: _____
Owner

_____ Date

SALES TAX CERTIFICATION

CONTRACTOR _____

PROJECT OWNER PERIOD _____

VENDOR	ADDRESS (include City & State)	INVOICE #	DATE	NET INVOICE AMOUNT	4.75% STATE TAX	2.25% CATAWBA COUNTY TAX			COUNTY NAME
SAMPLE									

_____ being duly sworn, certifies that the foregoing statement of sales tax paid in connection with the referenced contract does not contain sales or use taxes paid on purchases of tangible personal property purchased by such contractors for use in performing the contract which does not annex to, affix to, or in some manner become a part of the building or structure being erected, altered, or repaired for the governmental entities as defined by G.S. 105-164.14(c), and is to the best of his/her belief true and correct.

Signature

Title

Sworn to before me this _____ day of _____, 20____.
My commission expires _____.

Notary Public

(Seal)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, material, equipment, and services indicated on the Drawings or specified herein or reasonably necessary for and incidental to a complete job.

- B. This Section includes:
 - 1. Summary of Work
 - a. Contractor Use of Premises.

 - 2. Contract Considerations
 - a. Schedule of Values
 - b. Applications for Payment
 - c. Change Procedures

 - 3. Coordination and Meetings
 - a. Coordination
 - b. Conferences
 - c. Progress Meetings

 - 4. Submittals
 - a. Construction Progress Schedules
 - b. Proposed Products List

 - 5. Quality Control
 - a. References
 - b. Manufacturers' Field Services and Reports

 - 6. Construction Facilities and Temporary Controls
 - a. Temporary Electricity
 - b. Temporary Lighting
 - c. Telephone Service
 - d. Temporary Sanitary Facilities

- e. Barriers and Fencing
- f. Security
- g. Parking
- h. Progress Cleaning

7. Material and Equipment

- a. Transportation, Handling, Storage and Protection

8. Contract Closeout

- a. Contract Closeout Procedures
- b. Final Cleaning
- c. Project Record Documents

1.2 CONTRACTOR USE OF PREMISES:

- A. Limit use of premises to minimize effects on traffic and property owner access.

1.3 CONFERENCES:

- A. Architect/Engineer will schedule a preconstruction conference after Notice of Award for all affected parties.

1.4 PROGRESS MEETINGS:

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.
- B. Preside at meetings, record minutes, and distribute copies within seven (7) days to those affected by decisions made.

1.5 SCHEDULE OF VALUES:

- A. Submit schedule on AIA Form G703 for approval. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.

1.6 APPLICATIONS FOR PAYMENT:

- A. Submit three copies of each application on EJCDC C-520 plus one original.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Refer to Section 7 of General Conditions.

1.7 CHANGE PROCEDURES:

A. Change Order Forms as provided.

B. Refer to Article 1.31 of Supplementary Conditions.

1.8 ALTERNATES:

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option.

B. Coordinate related Work and modify surrounding Work as required.

1.9 COORDINATION:

A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

1.10 CONSTRUCTION PROGRESS SCHEDULES:

A. Submit initial progress schedule in duplicate within 15 days after date established in Notice to Proceed for Architect/Engineer review. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimates percentage of completion for each item of Work at each submission.

B. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first workday of each week.

1.11 PROPOSED PRODUCTS LIST:

A. Within 15 days after date of Notice to Proceed, submit complete list of major Products proposed for use, with name of manufacturer, trade name, and model number of each Product. Provide legible copy of MSDS sheet for each product.

1.12 REFERENCES:

A. Conform to reference standard by date of issue current as of date for receiving bids. Should specified reference standard conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

1.13 MANUFACTURER'S FIELD SERVICES AND REPORTS:

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions and to initiate instructions when necessary. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

1.14 TEMPORARY ELECTRICITY:

- A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service. Contractor to pay for power consumed. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.15 TEMPORARY LIGHTING:

- A. Provide and maintain temporary lighting for construction operations. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required. Permanent building lighting may be utilized during construction.

1.16 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required facilities and enclosures. Existing facilities may not be used. Maintain in clean and sanitary conditions.

1.17 BARRIERS AND FENCING:

- A. Provide barriers and fencing to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage. Construction: Contractor's option.

1.18 SECURITY:

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

1.19 PROGRESS CLEANING:

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

1.20 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION:

- A. Transport, handle, store and protect products in accordance with manufacturer's instructions.

1.21 CONTRACT CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract documents have been reviewed, work has been inspected, and work is complete in accordance with Contract documents and ready for Architect/Engineer's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.22 FINAL CLEANING:

- A. Execute final cleaning prior to final inspection. Clean interior and exterior surfaces exposed to view. Clean debris from site, gutters, and drainage systems. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.23 PROJECT RECORD DOCUMENTS:

- A. Maintain on site, one set of Contract documents to be utilized for record documents. Record actual revisions to the Work. Record information concurrent with construction progress.
 - i. Drawings
 - ii. Specifications
 - iii. Addenda
 - iv. Change orders & other modifications to the contract
 - v. Reviewed shop drawings, product data, and samples
 - vi. Manufacturer's instruction for assembly, installation, and adjusting
 - vii. Permit and other inspection report
- 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:
 - i. Manufacturer's name and product model and serial number
 - ii. Product substitutions or alternates utilized
 - iii. Changes made by Addenda and modifications
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

- i. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements
 - ii. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - iii. Field changes of dimension and detail
 - iv. Details not on original Contract Drawings
- G. Prior to substantial completion, and at the time of the pre-final inspection, the contractor must provide the Architect/Engineer with the as-built drawings.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 GENERAL

1.1 GENERAL INTENTION:

- A. It is the declared and acknowledged intention and meaning to replace an existing pressure reducing valve and appurtenances.

1.2 GENERAL DESCRIPTION:

- A. The work consists, in general, of the installation of a by-pass line, removal of existing pressure reducing valve and piping, and installation of new pressure reducing valve and appurtenances.

1.3 LOCATION:

- A. The work shall be located in Gaston County, NC, approximately as shown on construction documents.

1.4 RESERVED:

1.5 ORDER OF WORK:

- A. The work shall be executed in a manner and at such times that will cause the least interference with the normal functions of traffic, pedestrian travel, and ingress and egress to businesses and residences. Before starting any work, the sequence of operations and the method of conducting the work shall have been approved by the Owner and Engineer.

1.6 DRAWINGS ACCOMPANYING SPECIFICATIONS:

- A. The following drawings accompany this specification and are a part thereof. Drawings are the property of the Owner, and shall not be used for any purpose other than that contemplated by the specification

<u>Drawing Number</u>	<u>Title</u>
CS1	COVER SHEET
VFE101	EXISTING CONDITIONS
CUN101	UTILITY PLAN
CUN501	DETAILS
SPC101	PROJECT SPECIFICATIONS
SPC102	PROJECT SPECIFICATIONS
SPC103	PROJECT SPECIFICATIONS

- B Notification of Discrepancies: The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Engineer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern over small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

1.7 HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

- A. *Reports and Drawings*: Reference is made to the Supplementary Conditions Contract Documents for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any that have been utilized by the Engineer in the preparation of the Contract Documents.
- B. *Limited Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions Contract Documents. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise

isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify, defend, and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend, and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible.

1.8 UTILITIES FOR CONSTRUCTION AND TESTING:

- A. The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide all poles, lines, pipes, and

other equipment and/or materials necessary to bring the service from existing sources to the work site. All other required utilities for the Contractor shall be arranged for by the Contractor directly with the appropriate utility agency. All utility arrangements shall be subject to the approval of the Owner. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

1.9 LIQUIDATED DAMAGES

A. If the project remains incomplete after the established time of completion, the liquidated damages sustained by the Owner shall be \$500.00 per calendar day.

1.10 RESERVED

1.11 SANITATION:

A. Adequate sanitary conveniences of a type approved for the use of persons employed on the work, shall be constructed, properly secluded from public observation, and maintained by the contractor in such a manner as required or approved by the Owner. These conveniences shall be maintained at all times without nuisance. Upon completion of the work they shall be removed from the premises, leaving the premises clean and free from nuisance.

1.12 ~~MATERIALS AND EQUIPMENT TO BE SALVAGED:~~

~~—A.— Usable and Salvageable material to remain the property of Town of McAdenville. These items shall be removed from the site and delivered to the utility garage.~~

1.13 WORK OUTSIDE REGULAR HOURS:

A. If the Contractor desires to carry on work outside regular hours or on Saturdays, Sundays, or holidays, he shall submit an application to the Owner. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Owner for inspecting the work in progress. At night, he shall light the different parts of the work in an approved manner. All utility cutoffs shall be made after normal working hours or on weekends. Anticipated costs shall be included in the bid.

1.14 OPTIONAL REQUIREMENTS:

A. Where a choice of materials and/or methods is permitted herein, the Contractor will be given the right to exercise the option unless stated specifically otherwise.

1.15 PROPOSED MATERIAL SUBMITTALS, CATALOG DATA, AND SAMPLES:

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

- A. Proposed material submittals required of the Contractor shall be made allowing sufficient time for processing, reviews, approval, and procurement before the Contractor is ready to use the material. No material shall be used prior to written approval. Submittals shall be prepared and assembled as follows:
1. Submit six (6) copies of each submittal.
 2. Present all submittals for each specification section as a complete bound volume, titled with project title and contract number.
 3. Provide index of included items with each volume. Title the index with applicable specification section name and number.
 4. Clearly mark each item in the volume with the specification section number and paragraph number to which it pertains. Items not marked will be returned to contractor incomplete and will have to be resubmitted.
 5. Assemble each volume in the same numerical sequence as specifications section paragraphs.
 6. See Section "QUALITY CONTROL" and individual technical sections for additional information.
- B. The Contractor shall certify on all submittals that the material being proposed conforms to contract requirements. In the event of any variance, the Contractor shall state specifically which portions vary, and request approval of a substitute. The Contractor shall also certify that all Contractor furnished materials can be installed in the allocated spaces. Incomplete submittals and submittals with inadequate data will be disapproved.
- C. Catalog Data: Shall be printed pages on permanent copies of the manufacturer's catalogs.
- D. Samples: Shall be furnished in the number specified, be shipped prepaid, and delivered as directed by the Owner. Samples shall be marked to show the name of the material, name of supplier, contract number, segment of work where material represented by sample is to be used.

1.16 CONTRACTOR QUALITY CONTROL (CQC):

- A. Inspection: Inspection procedures shall include, as a minimum:
1. Preparatory Inspection: Preparatory inspection shall be performed before beginning any work and, in addition, before beginning each segment of

work. Preparatory inspection shall include a review of the contract requirements, the review and approval of shop drawings and other submittal data, a check to assure that required control testing will be provided, a physical examination to assure that all materials and equipment conform to approved shop drawings and submittal data, and a check to assure that all required preliminary work has been completed.

2. Initial Inspection: Initial inspection shall be performed as soon as a representative segment of the particular item of work has been accomplished. Initial inspection shall include examination of the quality of workmanship, a review for omissions or dimensional errors, and approval or rejection of the initial segment of the work.
 3. Follow-up Inspections: Follow-up inspections shall be performed daily, and more frequently as necessary, and shall include continued testing and examinations to assure continued compliance with the contract requirements.
 4. Construction Material Testing services are to be covered by the Owner.
- B. Meeting: Before construction operations begin, the Contractor shall meet with the Owner or his/her designated representative to discuss quality control requirements. The purpose of the meeting shall be to develop a mutual understanding relative to details of the system, including forms to be used for recording the quality control operations, inspections, tests, approvals, certifications, administration of the system.
- C. Test Reports: Test results provided shall cite the contract requirements, the test or analytical procedures used, and the actual latest results, and include a statement that the item tested or analyzed conforms or fails to conform to the specification requirements. The cover sheet of each report shall be conspicuously stamped in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, as the case may be. All test reports shall be signed by a testing laboratory representative authorized to sign certified test reports. The Contractor shall arrange for immediate and direct delivery of the signed original of all reports, certifications, and other documentation to the Owner, and a copy to the Engineer.
- D. Contractor's Certification: All submittals, including shop drawings, catalog cuts, samples, and the like, unless specifically stated otherwise in the technical sections of the specifications, shall be approved and certified by the Contractor as conforming to the drawings and specifications. Three copies or one sample as required on AF Form 66 of all shop drawings, catalog cuts, or other submittals, with the Contractor's approval indicated thereon, shall be sent to the Owner within one calendar day of the Contractor's approval.

END OF SECTION

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

RECEIPT AND OPENING OF BIDS: Bids will be received on or before 2:00 PM, _____, 2024. Bids can be either Hand Delivered or Emailed to the Office of Clayton Engineering & Design, and then at said office, reviewed by the Owner and Engineer.

Clayton Engineering & Design, PLLC
1209 9th Ave NE
Hickory, NC 28601
wclayton@clayton-engineering.net

LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of North Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full.

A contractor's license is required for all contractors and subcontractors participating in work amounting to \$30,000 or more. The name, general contractor's license number, and bidders license number of all subcontractors whose work amounts to \$30,000 or more shall appear on the outside of the envelope containing the bid.

EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine the Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing, on supplied form, and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

EXAMINATION OF SITE: Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to existing structures, location of utilities, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders. It is agreed and understood that the Owner does not warrant or guarantee that the conditions,

pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineer prior to award of the contract.

Every request for such interpretation should be submitted via Conflict Resolution Form. To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to each bidder of record, not later than Three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities therefore, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

LAWS AND REGULATIONS: 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, and they will be deemed to be included as though herein written out in full.

WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of ninety (90) days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

1. If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid does not contain a price for each item listed.
5. If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
6. If the Bid contains obviously unbalanced bid prices.
7. If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.
8. Failure to acknowledge agenda.

DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

ABILITY AND EXPERIENCE OF BIDDER: It is the purpose of the Owner not to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the experience of successfully completing projects of this type and magnitude and that he has sufficient capital, equipment, plant, and personnel to enable him to prosecute the work successfully and to complete it in the time named. The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the

Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

INVITED BIDDER QUALIFICATIONS: The award of the contract will be premised on past performance of similar and/or like operations, professional aptitude and credentials as well as consideration of cost to the Owner.

ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

NOTICE TO PROCEED: It is the intent of the Owner to issue the Notice to Proceed within four (4) weeks of bid opening. Should there be reasons why the Notice to Proceed cannot be issued by this date; the time may be extended by mutual agreement between the Owner and Contractor.

FORM OF BID: All Bids must be submitted on the blank bid form provided therefor and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineations, alterations, or erasures. The Bid must be signed manually by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

BASIS OF BID: The project will be awarded as a lump sum price job based on the TOTAL BASE BID.

If there is a discrepancy between the BID ITEMS and the TOTAL BASE BID, the TOTAL BASE BID shall govern. If there is a discrepancy in the TOTAL BASE BID between the amount written numerically and the amount written in script, the amount written in script shall govern.

SUBMITTING BIDS: Each Bid must be submitted on the prescribed bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the bid opening. Owner is not responsible for Bids delayed for any nature.

END OF SECTION

JOB NO.: 21126
DATE: 09/18/2024

McAdenville Hallie Bentley PRV

01110-5

SECTION 01140 LS

BID (LUMP SUM)

TO: **TOWN OF McADENVILLE**
North Carolina
(Hereinafter called "Owner")

FROM: _____

Phone _____

of the City of _____, County of _____,
and State of _____, hereinafter called "Bidder".

PROJECT: McADENVILLE HALLIE BENTLEY PRV PROJECT

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance thereof.

JOB NO.: 21126
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McAdenville Hallie Bentley PRV

TIME FOR COMPLETION AND LIQUIDATION DAMAGES: Bidder hereby agrees to commence work under this contract within 10 days of receipt of the Notice to Proceed and to fully complete the project within 30 consecutive calendar days thereafter.

Bidder also agrees to pay \$500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Date

Addendum No. _____ Date

Addendum No. _____ Date

Addendum No. _____ Date

BASE BID: To supply all labor and materials and to perform all work shown or specified to complete the project for the sum of:

_____ Dollars

(\$ _____) hereby designated as the Bid.

ADD ALTERNATE BID: To furnish and supply Performance and Payment Bonds (if required) for the project for the sum of:

_____ Dollars

(\$ _____)

For purposes of the Lump Sum Base Bid, supply all labor and materials to perform all work as per plans and specifications.

Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver as required by the General Conditions.

JOB NO.: 21126
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McAdenville Hallie Bentley PRV

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of:

A partnership consisting of:

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

Contractor: _____

Address: _____

(City, State, Zip)

By: _____
(Type/Print Name)

Title: _____

Signed: _____

N.C. General Contractor's License No. _____

(End of Section 01140LS)

1. GENERAL

1.1. **CONTRACT DOCUMENTS:** The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, ~~Bid Bond~~, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental and Other Conditions), Construction Contract, Drawings, Specifications, Addenda, Notice of Award, Notice to Proceed, Change Orders, ~~MBE Documentation~~, Sales Tax Form, and original Town of McAdenville bid documents.

1.2. CORRELATION AND INTENT OF DOCUMENTS:

1.2.1. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all.

1.2.2. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the Work or improvement ready for use, occupancy and operation by the Owner.

1.2.3. Any mention in the Specifications or indication on the Drawings of articles, materials, methods or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3. CONFLICT OR INCONSISTENCY:

1.3.1. If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

1.3.2. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detail Drawings shall govern over general Drawings.

1.3.3. In case of difference between small-scale and large-scale Drawings, the large-scale Drawings shall govern. Schedules on any Contract Drawing shall take precedence over conflicting information on that or any other Contract Drawing. On any of the Drawings where a portion of the Work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the Work. Where the word "similar" occurs on the Drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and connection with other parts of the Work.

1.3.4. Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

1.3.5. Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.

1.4. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional Drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail Drawings and instructions.

1.5. SPECIFICATION HEADINGS:

1.5.1. For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct or complete segregation of the various types of material and labor nor as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

1.5.2. The organization of the Specifications into the various headings, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6. DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES: The Contractor will be furnished 6 complete sets of Drawings and Specifications to be used during the course of construction. If more than 6 sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7. DEFINITIONS: Wherever the words hereinafter defined, or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

1.7.1. ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections. Such addenda or addendums will take precedent over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

1.7.2. AGREEMENT: The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order

1.7.3. BID: The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the Work at the prices quoted by the Bidder.

1.7.4. BID BOND: The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the Work if his proposal is accepted.

1.7.5. BIDDER: Any individual, firm or corporation or combination of same submitting a bid for the Work contemplated, acting directly or through a duly authorized representative.

1.7.6. BONDS: Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.7.7. CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

1.7.8. CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

1.7.9. CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

1.7.10. CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental and Other Conditions), Construction Contract, Drawings, Specifications, Addenda, Notice of Award, Notice to Proceed, Change Orders, MBE Documentation, Sales Tax Form, and original NCDOT and City of Conover bid documents.

1.7.11. CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.7.12. CONTRACTOR:

1.7.12.a. The individual, firm or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

1.7.12.b. The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

1.7.13. CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

1.7.14. DRAWINGS: The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

1.7.15. EARTH: An excavated material or materials to be excavated; all kinds of material other than rock.

1.7.16. ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

1.7.17. ENGINEER: The person, firm or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

1.7.18. EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.7.19. FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

1.7.20. FURNISH: Furnish and install complete, in place, and ready for use.

1.7.21. INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

1.7.22. LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bid.

1.7.23. MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

1.7.24. NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead or indirect cost or profit.

1.7.25. NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

1.7.26. NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of the commencement of the Work.

1.7.27. OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

1.7.28. OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

1.7.29. PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the Work in accordance with the terms of the Contract.

1.7.30. PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the Work in accordance with the terms of the Contract.

1.7.31. PRE-CONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

1.7.32. PROJECT: The undertaking to be performed as provided in the Contract Documents.

1.7.33. PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the Work at the prices quoted by the Bidder.

1.7.34. PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

1.7.35. PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the Work if his proposal is accepted.

1.7.36. PROVIDE: Furnish and install complete, in place, and ready for use.

1.7.37. RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

1.7.38. ROCK: An excavated material or materials to be excavated; only boulders and pieces of concrete or masonry exceeding ½ cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-

operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

1.7.39. SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1.7.40. SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the Contract, installing items required by the Contract, or otherwise performing work required by the Contract. Where the Contract Specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the Work under the manufacturer's direct supervision.

1.7.41. SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.7.42. STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the Work, and which are not otherwise classified herein.

1.7.43. SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement or subsequent layer of the construction.

1.7.44. SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

1.7.45. SUB-SUBCONTRACTOR: An individual, firm or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

1.7.46. SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

1.7.47. SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

1.7.48. SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

1.7.49. SUPERINTENDENT: The Contractor's authorized representative in responsible charge of the Work.

1.7.50. SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.7.51. SURETY: The corporation, partnership or individual bound with and for the Contractor for the full and complete performance of the Contract, and payment of all debts pertaining to the Work.

1.7.52. TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

1.7.53. WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.7.54. WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.7.55. ADDITIONAL DEFINITIONS:

1.7.55.a. Wherever in the Specifications or on the Drawings, the words “as designated”, “as detailed”, “as directed”, “as ordered”, “as permitted”, “as prescribed”, “as provided”, “as requested”, “as required”, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request or requirement of the Engineer is intended.

1.7.55.b. Similarly, the words “approved”, “acceptable”, “satisfactory”, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

1.8. ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA	Aluminum Association
AALN	American Association of Landscape and Nurserymen
AAMA	Architectural Aluminum Manufacturers Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AED	American Equipment Dealers
AFI	American Filter Institute
AGA	American Gas Association
AGC	Associated General Contractors of America, Inc.
AHDGA	American Hot Dip Galvanizers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	Acoustical Materials Association
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute
ASA	Acoustical Society of America
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute

AWPA	American Wood Preserver' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CGA	Compressed Gas Association
CNU	Congress for New Urbanism
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U. S. Department of Commerce
CSI	Construction Specification Institute
EIA	Electronic Industries Association
FS	Federal Specification
FSPT	Federation of Societies for Paint Technology
FSS	Federal Specifications, General Services Administration
FHWA	Federal Highway Administration
GA	Gypsum Association
IBI	Insulation Board Institute
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electric and Electronics Engineers
IES	Illuminating Engineers Society
ISA	Instrument Society of America
ISA	International Society of Arboriculture
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
LIA	Lead Industries Association
MBMA	Metal Building Manufacturers Association
MIA	Marble Institute of America
MPTA	Mechanical Power Transmission Association
MS	Military Specification
MSTD	Military Standard
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Fan Manufacturers
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association, Inc.
NEMA	National Electrical Manufacturers Association
NFC	National Fire Code
NFPA	National Fire Protection Association
NHLA	National Hardware Lumber Association
NLMA	National Lumber Manufacturers Association
NPC	National Plumbing Code
NRCA	National Roofing Contractors Association
NRDC	Natural Resource Defense Council
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	The National Terrazzo and Mosaic Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
RTI	Resilient Tile Institute
RWMA	Resistance Welder Manufacturers Association

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SBI	Steel Boiler Institute
NCDOT	North Carolina Department of Transportation
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSBC	Southern Standard Building Code
SSGC	Southern Standard Gas Code
SSPC	Steel Structures Painting Council
TAPPI	Technical Association of the Pulp and Paper Industry
TCA	Tile Council of America
TRB	Transportation Research Board
UL	Underwriters' Laboratories, Inc.
USGBC	United States Green Building Council

2. OWNER'S RIGHTS AND RESPONSIBILITIES

2.1. CHANGES IN THE WORK:

2.1.1. The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto, or omissions therefrom.

2.1.2. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor as provided in Subsection 7.12. entitled PAYMENT FOR EXTRA WORK.

2.1.3. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

2.1.4. The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2. PROJECT ENGINEER: As Engineer for this project the Owner has retained:

Clayton Engineering & Design, PLLC.
9th Avenue NE
Hickory, North Carolina 28601

2.3. ENGINEER'S AUTHORITY:

2.3.1. The Engineer will be the Owner's representative during the construction period and he will observe the work in progress on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

2.3.1.a. Interpretation of Contract Documents.

2.3.1.b. Approval of samples and shop drawings.

2.3.1.c. Preparation of supplementary details and instructions.

2.3.1.d. Inspection and approval of construction work.

2.3.1.e. Preliminary approval of progress payment applications.

2.3.2. Any instructions which the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

2.3.3. The Contractor shall proceed without delay to perform the Work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby,

and shall be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4. LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for unpaid balance, if any there be, of the amount retained as herein provided.

2.5. RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of way. Should the Owner be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the Contract except by consent of the Owner; but time for completion of the Work will be extended to such time as the Owner determines will compensate for the time lost by such delays, such determination to be set forth in writing.

2.6. SURVEYS, PERMITS AND REGULATIONS:

2.6.1. The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

2.6.2. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

2.6.3. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1. entitled CHANGES IN THE WORK. The Contractor is responsible for obtaining any and all necessary construction placards from the permitting agencies. Placard(s) must be obtained prior to construction and must be posted on-site at all times during construction. The Engineer will provide a set of plans as stamped "Approved" by respective permitting agencies. The Contractor is responsible for keeping these plans at the job site and making them available to any inspector representing the Owner, Engineer, or Agency upon request.

2.7. LINES, GRADES AND MEASUREMENTS:

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~~2.7.1. The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the Work, and from time to time to verify such marks by instrument or other appropriate means.~~

2.7.2. The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for accurate and satisfactory construction and completion of the Work.

2.7.3. The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfittings in, the Work.

2.8. OWNER'S RIGHT OF AUDIT: In case the Owner agrees that a Contractor perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make, or may make, for any work done on a cost plus basis.

2.9. OWNER'S RIGHT TO SEPARATE CONTRACTS:

2.9.1. The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly connect and coordinate his work with theirs.

2.9.2. The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and execution of Work and shall properly connect and coordinate his Work with theirs.

2.10. OWNER'S RIGHT TO DO WORK:

2.10.1. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

2.10.2. The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11. OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors of for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take

possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12. SUSPENSION OF WORK, TERMINATION AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer, which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13. INSPECTIONS AND TESTING: If the Contract Documents, Owner's instructions, laws, ordinances or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor's expense.

2.14. INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15. PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc., are noted on the Drawings such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items where required.

2.16. PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all Work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17. WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.

2.18. OWNER'S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor and the Engineer shall determine to be just.

3. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

3.1. ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the Work and site thereof and premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

3.2. ACCIDENT PREVENTION: In the performance of the Contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled "Safety and Health Regulations for Construction" (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the Contractor subject to the provisions of the Act.

3.3. STATED ALLOWANCES: The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes. The Contractor's handling costs on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. If the cost, when determined, is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order which will include additional handling costs on the site, labor, installation costs, overhead, profit and other expenses resulting to the Contractor from any increase over the original allowance.

3.4. ARCHAEOLOGICAL RIGHTS: There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.

3.5. AS-BUILT DRAWINGS: The Contractor shall designate one set of Drawings for "As-Built Drawings". The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping and other items as well as locations as actually installed. The "As-Built Drawings" shall be kept current by the Contractor. The "As-Built Drawings" shall be delivered to the Engineer upon completion and acceptance of the Work. Final payment for the Work will not be made until the "As-Built Drawings" have been completed and delivered as indicated above.

3.6. OBLIGATIONS OF CONTRACTOR:

3.6.1. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the Work. He shall furnish, erect, maintain and remove such construction plant and temporary works as may be required.

3.6.2. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

3.6.3. The Contractor shall check all dimensions, elevations, quantities and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications or conditions at the site. He will not be allowed to take advantage of any discrepancy, error or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto and the Contractor shall carry out these instructions as if originally specified.

3.7. CLAIMS FOR ADDITIONAL COST: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Subsection 3.27. entitled PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8. CLAIMS FOR DAMAGE:

3.8.1. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within 10 days after occurrence of the alleged breach or within 10 days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within 10 days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

3.8.2. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.a. entitled ENGINEER'S AUTHORITY, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9. CUTTING AND PATCHING:

3.9.1. The Contractor shall leave all chases or openings for the installation of his own or any other contractor's subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the Work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

3.9.2. In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

3.9.3. The Contractor shall carefully fit around, close up, repair, patch, and point around the Work specified herein to the satisfaction of the Engineer.

3.9.4. All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any

way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

3.9.5. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractor shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

3.10. CLEANING UP:

3.10.1. The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work and surplus materials so as to leave the Work and the site clean and ready for use.

3.10.2. All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.11. **NON-COMPLIANCE WITH CONTRACT REQUIREMENTS:** In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract Time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.12. **OVERALL PROJECT COORDINATION:** The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

3.13. **COMMUNICATIONS;** The Contractor shall forward all communications to the Owner through the Engineer.

3.14. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.15. **DRAWINGS AND SPECIFICATIONS AT THE SITE:** The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the Work.

3.16. EMPLOY COMPETENT PERSONS: The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work, and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgement or approval of the employee's competence by the Engineer or Owner.

3.17. EMPLOY SUFFICIENT LABOR AND EQUIPMENT: If, in the judgement of the Engineer, the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer may deem necessary to enable the Work to progress properly.

3.18. EXISTING STRUCTURES: Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19. INDEMNIFICATION:

3.19.1. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

3.19.2. In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.

3.20. INTOXICATING LIQUORS: The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the Work.

3.21. LEGAL ADDRESS OF CONTRACTOR: The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the U. S. Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Engineer. Service of any notice, letter or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22. MUTUAL RESPONSIBILITY OF CONTRACTORS:

3.22.1. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

3.22.2. If any part of the Contractor's Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the Contract Documents.

3.22.3. Should the Contractor cause damage to any separate contractor on the Work, the Contractor agrees, upon due notice, to settle with such contractor by agreement ~~or arbitration~~, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgement against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23. NIGHT AND SUNDAY WORK:

3.23.1. No work shall be done at night or on Sunday except:

3.23.1.a. Usual protective work, such as pumping and the tending of lights and fires;

3.23.1.b. Work done in case of emergency threatening injury to persons or property;

3.23.1.c. When provided for under Supplemental Conditions as herein specified;

3.23.1.d. If all of the conditions set forth in the next paragraph below are met.

3.23.2. No work other than that included in (3.23.1.a.), (3.23.1.b.), and (3.23.1.c.) above, shall be done at night except when:

3.23.2.a. In the judgement of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3.23.2.b. The work will be done by a crew organized for regular and continuous night work;

3.23.2.c. The Engineer has given written permission for such night work.

3.23.3. Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24. OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25. PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State and municipal laws, codes, and regulations, in connection with the prosecution of the Work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

3.26. PRECAUTIONS DURING ADVERSE WEATHER:

3.26.1. During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

3.26.2. During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

3.26.3. The Engineer may suspend construction operations at any time when, in his judgement, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of such suspension.

3.27. PROTECTION OF WORK, PROPERTY AND PERSONS:

3.27.1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3.27.2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the 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 the Contractor.

3.28. PROTECTION OF WORK, PROPERTY AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29. PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS:

3.30.1. The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the Work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.

3.30.2. The Contractor will protect from damage all existing improvements or utilities at or near the site of the Work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

3.30.3. The Contractor shall enclose the trunks of trees adjacent to his work and not to be cut, with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

3.30.4. On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31. RESTORATION OF PROPERTY; All existing surfaces, including lawns, grassed and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32. INTERFERENCE WITH AND PROTECTION OF STREETS:

3.32.1. The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefor from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

3.32.2. Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefor.

3.32.3. The Contractor shall, at least 24 hours in advance, notify the highway, police and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33. TRAFFIC CONTROL: Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense, per NCDOT regulations.

3.34. CONSTRUCTION DRAINAGE:

3.34.1. The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water and seepage water during construction and keep all excavations, pits and trenches free from water at all times.

3.34.2. The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of soil, earth and other material and the conduction of the eroded materials onto adjacent properties and shall be responsible for the removal of such materials and the restoration of adjacent areas to their original condition.

3.35. RETURN OF DRAWINGS: All copies of Drawings, Specifications and other Documents furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

3.36. SITE INVESTIGATION: The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, water table, tides or similar physical conditions at the site, the confirmation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

3.37. SOIL EROSION AND SEDIMENT CONTROL: The Contractors attention is directed to the fact that unless exposed earth areas are properly cared for during construction, they may result in substantial sedimentation damage downstream from the construction area. The Contractor shall be responsible for conducting his site grading and drainage operations in such manner as to prevent excessive soil erosion of the construction site work areas. He shall at all times provide satisfactory means to prevent the movement and washing of soil onto pavement or into adjacent ditches, swales, inlets, and drainage pipes, to avoid the possibility of these structures becoming clogged with soil. He shall promptly repair all areas which may become eroded and shall clear drainage ditches, swales, and structures of siltation. The Contractor will indemnify and save harmless the Owner and Engineer from and against any and all claims, demands, fines, or assessments, including attorneys' fees and cost of defense arising out of or caused by the Contractor's failure to provide soil erosion and sediment control.

3.38. SUBSURFACE CONDITIONS:

3.38.1. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

3.38.1.a. Subsurface or latent physical conditions of the site differing materially from those indicated in the Contract Documents.

3.38.1.b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

3.38.2. The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

3.39. SUBCONTRACTING:

3.39.1. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The Contractor shall, without additional expense to the Owner, utilize the services of specialty subcontractors on those parts of the Work which are specified to be performed by specialty subcontractors.

3.39.2. The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require. No request for payment will be approved before this list has been received and reviewed by the Owner.

3.39.3. The Contractor shall not award Work to Subcontractor(s), in excess of 50 percent of the Contract Price, without prior written approval of the Owner.

3.39.4. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

3.39.5. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

3.39.6. If any other contractor or subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

3.39.7. The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his Work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the Project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40. SUPERVISION:

3.40.1. The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

3.40.2. The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the Owner any error, inconsistency or omission which he may discover.

3.41. TAXES: The Contractor shall promptly pay federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

3.42. TEMPORARY HEAT:

3.42.1. The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment and method of heating shall be satisfactory to the Owner's Insurer and the Engineer.

3.42.2. Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.

3.43. SANITARY FACILITIES: The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44. TEMPORARY UTILITIES:

3.44.1. The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

3.44.2. The Contractor shall provide and pay for all temporary wiring, switches, connections and meters.

3.44.3. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45. UNCOVERING AND CORRECTION OF WORK:

3.45.1. The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

3.45.2. Should the Work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

3.45.3. The inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus and other items may have been previously overlooked or accepted or estimated for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

3.45.4. If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefor.

3.46. COOPERATION WITH UTILITIES:

3.46.1. The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

3.46.2. Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

3.46.3. The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings in this respect is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

3.46.4. Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction or the Work will be borne by the Contractor.

3.47. VERIFICATION OF DIMENSIONS AND ELEVATIONS:

3.47.1. Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions or limitations at the site of the Work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

3.47.2. If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the Work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1. CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either EPA or U.S.D.A. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and U.S.D.A. instructions.

4.2. TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims or encumbrances.

4.3. CORRECTION OF WORK BEFORE COMPLETION:

4.3.1. The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

4.3.2. If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the "Owner's Right to Do Work". If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10. entitled OWNER'S RIGHT TO DO WORK.

4.4. CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the Work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5. CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6. GENERAL GUARANTY:

4.6.1. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.6.2. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work, except where longer periods are specified. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work or equipment promptly after receiving notice, the Owner shall have the right to have the work done by others in the same manner as is provided for in Subsection 2.10. entitled OWNER'S RIGHT TO DO WORK.

4.6.3. The Contractor shall further guarantee for a period of 24 months that any building or buildings, constructed under this Project, shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building by external forces other than storm or foundation settlement. He shall, immediately upon notification by the Owner of water penetration, determine the source of water penetration and, at his own expense, do any work necessary to make the building watertight. He shall also, at his own expense, repair or replace any other damaged material to return the building or buildings to the original accepted condition.

4.6.4. In addition to the foregoing stipulations, the Contractor shall comply with all other guarantees and warranties referred to in any portions of the Contract Documents, the more stringent requirement governing. Unless otherwise specifically stated elsewhere in these Specifications, the date of beginning of all guarantee or warranty periods shall be the date of acceptance of the project.

4.6.5. If for any reason, the Contractor cannot guarantee any part of his work using material or construction methods which have been specified, or shown, he shall notify the Engineer in writing before Contracts are signed, giving reasons together with the name of product and data on substitutions he can guarantee. Should the Contractor fail to so notify the Engineer prior to the signing of Contracts, he will be held to have agreed to guarantee all Work specified or shown.

4.7. HANDLING AND DISTRIBUTION:

4.7.1. The Contractor shall handle, haul and distribute all materials and all surplus materials on the different portions of the Work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.

4.7.2. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8. MANUFACTURER'S DIRECTIONS:

4.8.1. All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturers, unless herein specified to the contrary.

4.8.2. If the specifications or plans are contrary to the manufacturer's directions, the manufacturer shall be contacted by the Contractor before proceeding with the Work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9. MATERIALS, SERVICES AND FACILITIES:

4.9.1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means and

facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

4.9.2. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

4.9.3. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10. MISCELLANEOUS ITEMS:

4.10.1. The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefor.

4.10.2. Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.10.3. MISTAKES OF CONTRACTOR: The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees or subcontractors are responsible, and he shall pay to the Owner all costs, expenses, losses, and damages resulting therefrom or by reason thereof as determined by the Engineer.

4.11. PROTECTION AGAINST ELECTROLYSIS: Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

4.12. RIGHT TO MATERIALS: Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner.

4.13. ROYALTIES AND PATENTS: The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

4.14. SUBMITTAL SCHEDULE:

4.14.1. Within 20 days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the

Contract. The list shall identify each major group of shop drawings, coordination drawings and schedules and each sample and the planned submission date for each.

4.14.2. After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than 15 working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including duration of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

4.15. SHOP DRAWINGS:

4.15.1. Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

4.15.2. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc. depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract.

4.15.3. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop drawings and working drawings. In such case the requirements shall be as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

4.15.4. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the Work due to the absence of such drawings.

4.15.5. The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

4.15.6. By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

4.15.7. If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings or schedules may have been approved.

4.15.8. Each Shop Drawing or Coordination Drawing shall have a blank area 5 by 5 inches located adjacent to the title block. The title block shall display the following:

- (1) Number and Title of Drawing
- (2) Date of Drawing
- (3) Revision number and date (if applicable)
- (4) Project Title
- (5) Name of project building or facility
- (6) Name of Contractor
- (7) Name of Subcontractor (if applicable)
- (8) Clear identity of contents and location of Work

4.15.9. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

4.15.10. The Contractor shall stamp all drawings which are to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE _____
CONTRACTOR'S NAME _____
APPROVED BY _____ DATE _____
SPECIFICATION SECTION _____ TRANSMITTAL NO. _____

4.15.11. The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the Work as required by the Contract and for achieving the final result and performance specified thereunder.

4.15.12. Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration numbers or may have seal affixed.

4.15.13. Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include four (4) legible copies of Shop Drawings or printed matter.

4.15.14. The review of Shop Drawings will be performed by the Engineer as follows:

4.15.14.a. When the submittal conforms fully with the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated and returned to the Contractor. No changes shall be made to approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.

4.15.14.b. When the submittal clearly does not conform with the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it "Rejected". Rejected submittals shall be corrected and resubmitted within 14 calendar days from the date of rejection. Submittals that are rejected shall not be released for any work.

4.15.14.c. When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it "Approved as Noted". Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within 14 calendar days from the date of approval as noted.

4.15.15. The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect or otherwise unacceptable submittals.

4.15.16. The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's "Approved" stamp are allowed on the job site.

4.15.17. The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.16. OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within 14 days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner suitable for insertion in a 3-ring binder.

4.17. SAMPLES:

4.17.1. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

4.17.2. Each sample shall have a label indicating:

- (1) Project Title
- (2) Name of project building or facility
- (3) Name of Contractor
- (4) Name of Subcontractor (if applicable)
- (5) Identification of material with specification section
- (6) Name of producer and brand (if any)

4.17.3. Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section and other pertinent data.

4.17.4. If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed and

shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the samples.

4.17.5. All samples shall be packed so as to reach their destination in good condition. To insure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

4.17.6. The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

4.17.7. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

4.17.8. When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.18. STORAGE OF MATERIALS AND EQUIPMENT: All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

4.19. INSPECTION AND TESTING:

4.19.1. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

4.19.2. The Owner shall provide all inspection and testing services required by the Contract Documents.

4.19.3. The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

4.19.4. If the Contract Documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

4.19.5. Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

4.19.6. The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

4.19.7. If the Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

4.19.8. If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion or the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will 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 an appropriate Change Order shall be issued.

4.20. SUBSTITUTIONS:

4.20.1. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order.

4.20.2. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.21. "OR EQUAL" CLAUSE:

4.21.1. The phrase "or equal" shall be construed to mean that material or equipment will be acceptable only when in the judgement of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make or model.

4.21.2. Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard of quality and function; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.22. WAGES AND OVERTIME COMPENSATION: The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the Project and with respect to compensation for overtime.

4.23. NO WAIVER: Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, or of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors or by any other person or persons.

4.24. WORK TO CONFORM: During its progress and on its completion, the Work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer. All work done without instruction having been given therefor by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.25. WORKING HOURS:

4.25.1. It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

4.25.2. Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

5.1. Disputes, Jurisdiction, Venue, and Applicable Law

The parties hereby agree to either the general court of justice of Catawba County, North Carolina, or the federal courts of the Western District of North Carolina shall have exclusive jurisdiction and exclusive venue of any action or proceeding that may be brought with respect to the parties hereto and arising out of all matters pertaining to the contract. The laws of the State of North Carolina shall apply. Each party hereto consents to service of all summonses, complaints, processes, orders, and notices in said jurisdiction.

As an alternative to litigation all disputes arising under this contract which cannot be settled by the parties may be resolved by way of a mediator selected by the unanimous written agreement of the parties to the dispute, if they can agree upon such mediator, and neither party shall be compelled to agree.

5.2. ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

5.3. PERFORMANCE BOND AND PAYMENT BOND: Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The bonds shall remain in force until:

5.3.1. The Project has been completed and accepted by the Owner.

5.3.2. The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitations for all guarantees has expired, or

5.3.3. The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

5.3.4. The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

5.3.5. If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.4. ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premium on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.5. CHANGES NOT TO AFFECT BONDS: It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of

payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.6. COMPLIANCE WITH LAWS:

5.6.1. The law of the place where the Project is located shall govern the Contract. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal Laws or regulations. The Contractor shall keep himself fully informed of all existing and future Federal, State and local laws, ordinances, rules and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the U. S. Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

5.6.2. The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to comply with all such existing requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants, employees, or subcontractors.

5.7. REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.8. LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured furnished or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any action brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.9. CLAIMS: If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.10. INSURANCE:

5.10.1. The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until such Subcontractor has complied with the same insurance requirements.

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5.10.2. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor, and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

5.10.3. Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified. The Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

5.10.4. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

5.10.5. The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.10.6. Commercial General Liability Insurance: Contractor shall maintain Commercial General Liability insurance, including coverage for products and completed operations liability, contractual liability, liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of not less than \$500,000 per occurrence, and \$500,000 annual aggregate. The limits may be satisfied by a combination of primary and excess insurance. The coverage shall be written on an occurrence basis.

5.10.7. Business Automobile Insurance: At all times while the Contractor's representatives are conducting on-site work, the Contractor shall maintain Business Auto insurance for any owned, hired, rented, or borrowed vehicle with a limit of not less than \$500,000 per occurrence combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess insurance.

5.10.8. Workers Compensation & Employers Liability Insurance: At all times while the Contractor's representatives are conducting on-site work, Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits of not less than \$100,000 per accident and \$100,000 each employee for injury by disease.

5.10.9. Town of McAdenville shall be named as an additional insured under Contractor's automobile and general liability insurance. In the event of a loss arising out of, or related to the Contractor's services performed under this Agreement, Contractor's Liability insurance shall be primary (pay first) with respect to any other insurance which may be available to the County, regardless of how the "other insurance" provisions may read.

5.10.10. The workers' compensation policy must contain a waiver of subrogation in favor of the Owner.

5.10.11. Contractor shall be responsible for insuring all of his/her own personal property, improvements, and betterments.

5.10.12. All insurance policies put forth to satisfy the above requirements shall require the insurer to provide a minimum of sixty (60) days' notice to the County of any material change in coverage, cancellation, or non-renewal.

5.10.13. All insurance put forth to satisfy the above requirements shall be placed with insurance companies licensed to provide insurance in the state of North Carolina. Any deductibles or self-insured retentions in the required insurance shall be subject to approval by the Owner.

5.10.14. Contractor shall provide certificates of insurance to the Owner as evidence of the required coverage. Contractor agrees to provide complete copies of policies if requested. Failure of Contractor to provide timely evidence of insurance, or to place coverage with insurance, or to place coverage with insurance companies acceptable to the Owner, shall be viewed as Contractor's delaying performance entitling the county to all appropriate remedies under the law including termination of the contract.

5.10.15. SUBCONTRACTOR'S LIABILITY INSURANCE

5.10.15.a. Same limits as required of the General Contractor.

5.11. ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.12. SAFETY:

5.12.1. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the Work. This requirement will apply continuously 24 hours per day until acceptance of the Work by the Owner and shall not be limited to normal working hours.

5.12.2. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.12.2.a. All employees on the Work and all other persons who may be affected thereby;

5.12.2.b. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.12.2.c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

5.12.3. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

5.12.4. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

5.12.5. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

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6. PROGRESS AND COMPLETION OF WORK

6.1. NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the Work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the Work regularly and uninterrupted thereafter (except as provided for herein) with such force as to secure the completion of the Work within the Contract Time.

6.2. CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided shall be counted as Contract Time.

6.3. SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonable be requested by the Engineer, schedules showing the order in which the Contractor proposed to carry on the Work, with dates at which the Contractor will start the various parts of the Work, and estimated date of completion of each part.

6.4. WORK CHANGES: The Owner may, as the need arises, order changes in the Work through additions, deletions, or modifications to the extent of 25 percent of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

6.5. EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6. EXTENSION OF CONTRACT TIME:

6.6.1. A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the Work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

6.6.2. Act of God shall mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be make to the Contractor or damages to the Work resulting therefrom.

6.6.3. All claims for extension of time shall be make in writing to the Engineer no more than 20 days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

6.6.4. This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7. ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the Work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all Work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8. TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all Work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6. entitled GENERAL GUARANTY, and as provided in Subsection 6.9. entitled CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.

6.9. CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the Work.

6.10. PROGRESS SCHEDULE:

6.10.1. Within 20 days after execution and delivery of the Agreement and not less than 10 days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

6.10.2. The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

6.10.3. The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the Work. No activity included in the schedule shall have a duration greater than 15 days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

6.10.4. The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11. SCHEDULES, REPORTS AND RECORDS:

6.11.1. The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.

6.11.2. The Contractor shall also submit, in a format approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12. ABANDONMENT OF WORK OR OTHER DEFAULT:

6.12.1. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or is the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work, No equipment or materials may be removed from the Work without the written consent of the Owner.

6.12.2. All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. PAYMENTS TO THE CONTRACTOR

7.1. PRICES FOR WORK: The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

7.2. SCHEDULE OF VALUES: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within 20 days of the execution of the Contract and not less than 10 days prior to making an application for partial payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3. APPLICATIONS FOR PARTIAL PAYMENT:

7.3.1. Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values in Subsection 7.2. entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the Work and whose value is not included in the amount shown for the Work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the Work, and minus the amount of retainage indicated in Subsection 7.4. entitled RETAINAGE.

7.3.2. The Engineer will, within 10 days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4. RETAINAGE: The Owner shall retain 10 percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. The Owner at any time, however, after 50 percent of the Work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at 50 percent or any time thereafter when, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10 percent of the value of the Work completed. Upon substantial completion of the Work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgement of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5. PAYMENTS WITHHELD:

7.5.1. The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of:

7.5.1.a. Defective work not remedied.

7.5.1.b. Claims filed or reasonable evidence indicating the probable filing of claims.

7.5.1.c. Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.

7.5.1.d. A reasonable doubt that the Contract Work can be completed for the balance unpaid.

7.5.1.e. Damage to another Contractor.

7.5.2. When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6. PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor nor partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7. FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed "punch list") and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be completed in accordance with the Contract, application for final payment may be made.

7.8. RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9. USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10. PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected Work.

7.11. PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS;

7.11.1. The removal of work and materials rejected in accordance with Subsection 4.3. entitled CORRECTION OF WORK BEFORE COMPLETION and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

7.11.2. Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3. entitled CORRECTION OF WORK BEFORE COMPLETION, shall be paid by the Contractor within 30 days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after 10 days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

7.12. PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within 10 days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

7.12.1. Unit price or combinations of unit prices which form the basis of the original Contract.

7.12.2. A lump sum based on the Contractor's estimate and accepted by the Owner.

7.12.3. Net cost plus a fixed fee. Net costs are defined as follows:

7.12.3.a. Labor costs, including time of foreman while engaged directly upon extra work at rates not greater than the scale of rates for each respective classification of labor customary in the area where the work is performed for each respective job classification.

7.12.3.b. Labor insurance taxes including amounts paid on a percent of such labor rates or on a cents per hour basis for Workmen's Compensation, Public Liability, Contractor's Contingent Liability and Contractual Liability Insurance and all Federal Old Age and Unemployment Taxes and any other taxes applicable as well as fringe benefits as may be approved by the Engineer.

7.12.3.c. Materials and supplies actually used on the Work.

7.12.3.d. Rental charges for necessary equipment, as agreed upon by the Owner and Contractor. Rental charges shall not exceed those published in Rental Rates for Construction Equipment issued by the American Equipment Distributor. Equipment and tools having a value of \$100.00 or less are considered to be "small tools" and, as such, are considered to be part of overhead.

7.12.3.e. To the cost under Subparagraph 7.12.3. there shall be added a fixed fee to be agreed upon but not to exceed 15 percent of the estimated cost of the Work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses. On work performed by subcontractors, the fixed fee shall not exceed five percent of the cost of the work.

7.13. PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the Work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12. entitled SUSPENSION OF WORK, TERMINATION AND DELAY, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus 15 percent of the value of the abandoned work to compensate for overhead, plant expenses, and anticipated profit.

7.14. PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10. entitled OWNER'S RIGHT TO DO WORK, shall be paid by the Contractor.

7.15. PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11. entitled OWNER'S RIGHT TO TERMINATE CONTRACT, no further payment shall be due the Contractor until the Work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the Work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

7.16. PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

7.16.1. Samples furnished in accordance with Subsection 4.17. entitled SAMPLES, shall be furnished by the Contractor at his expense.

7.16.2. Testing of samples and materials furnished in accordance with Subsection 4.17. entitled SAMPLES, shall be arranged and paid for by the Owner, unless expressly provided for otherwise in the material specifications.

7.17. ACCEPTANCE AND FINAL PAYMENT:

7.17.1. When the Contractor shall have completed the Work in accordance with the terms of the Contract Documents, he shall certify completion of the Work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the Work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the Work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

7.17.2. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.19. DELAYS AND DAMAGES:

7.19.1. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

7.19.2. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the Work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the Work such materials, appliances, and plant as may be on the site of the Work and necessary therefor. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

7.19.3. If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

7.19.4. If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted.

7.19.5. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

7.19.5.a. The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts or God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

7.19.5.b. The Contractor, within 10 days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.

7.19.6. As used in subparagraph 1, above, the term "subcontractors or suppliers" means subcontractors or suppliers at any time.

7.19.7. The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgement, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)

PART 1 GENERAL**1.1 CONFLICT OF INTEREST:**

- A. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

1.2 CONTRACT MODIFICATION:

- A. All changes which affect the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. [The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule as well as decreases or increases in the quantities of installed units which are different from those shown in the bidding schedule because of final measurements.] All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

1.3 COMPUTATION OF QUANTITIES:

- A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prisms shall be by the method of average end areas.

1.4 LIMITS OF NORMAL EXCAVATION:

- A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are indicated on the Drawings or specified.
- B. For pipes in trenches, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3 feet, a width of 3 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.2 foot below the bottom of the pipe in earth and 0.7 foot in rock, unless there be a cradle underneath the pipe; in which case the normal depth shall be measured to the underside of the cradle. The width of trench for the cradle shall be assumed to be that specified above for pipes in trenches.
- C. For concrete placed directly against undisturbed earth, the normal width and depth of the excavation for such concrete shall be measured to the neat lines of the concrete as indicated on the Drawings or, as ordered.
- D. For concrete placed against rock surfaces resulting from rock excavation, the normal width and depth of the excavation shall be measured to 0.4 foot outside the neat lines of the concrete as indicated on the Drawings or as ordered.
- E. For other structures, except manholes as noted below, the normal width shall be measured between vertical planes 1 foot outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.
- F. No additional width or depth of trenches excavated in earth or rock shall be allowed at standard circular manholes.
- G. Wherever bell holes are required for jointing pipe, they shall be provided without additional compensation over and above that resulting from measurements as above described.

1.5 TEN STATES STANDARDS:

- A. The horizontal and vertical separation of sewer lines and water mains must be in accordance with the "Ten States Standards".
 - 1. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:
 - 1. It is laid in a separate trench.
 - 2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
 - 3. In either case, the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.
- B. Vertical Separation: Whenever sewers must cross under water mains, the sewer shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation, or reconstructed with slip-on or mechanical joint cast iron pipe, asbestos-cement pressure pipe or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.
- C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint cast iron pipe, asbestos-cement pressure pipe, or prestressed concrete cylinder pipe and the sewer constructed of mechanical joint cast iron pipe, and both services should be pressure tested to assure watertightness.

1.6 WORK ON HIGHWAY RIGHT-OF-WAY:

- A. All work performed in roads and street crossings and all work performed on street or road rights-of-way shall be performed in accordance with "Policy and Procedures for Accommodating Utilities on Highway Rights-of-Way", current issue, by the North Carolina Department of Transportation..

1.7 TRAFFIC CONTROL:

- A. The Contractor shall comply with the manual published by the North Carolina Department of Transportation entitled "Work Zone Traffic Control".
- B. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.
- C. Signs shall be used where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

1.8 CONNECTIONS MADE TO EXISTING MAINS:

- A. No existing main shall be cut, tapped, or otherwise disturbed without first obtaining permission in writing from the Owner to make that connection. At least 48 hours notice is required to obtain written approval.
- B. Connections to mains shall be coordinated with the Owner so that they are made during a period of low water demand and with a minimum of service interruption.

1.9 WATER SUPPLY:

- A. It shall be the Contractors responsibility to purchase and convey the necessary water to any location at which it is required on the project.

The Contractor shall install a metering system which complies with AWWA C700 and shall pay the Owner for the water used.

1.10 USE OF PREMISES:

- A. The Contractor shall confine his materials, equipment, and the operations of his employees, subcontractors, and suppliers to minimize interference with the Owners normal operations being carried on in the existing facility and use of yards, roadways, trucking and parking areas.
- B. Where connection between new and existing work is necessary and requires shutting down of any existing facilities, services, or areas, these connections shall be made at such times and in such manner as the Owner may direct.

1.11 PERSONNEL FACILITIES:

- A. In order to minimize interference with the operations of the existing facility, the Contractor shall provide suitable facilities necessary for his personnel for use as lunch rooms, vending areas, first aid rooms, toilets, etc., and shall instruct and supervise his personnel to ensure that the facilities provided by the Owner for the use of its employees are not used by employees of the Contractor. All such personnel facilities provided by the Contractor shall be located adjacent to or within the area of the work.

1.12 PARKING AREAS

- A. Upon proper agreement with the Owner, the Contractor will be assigned a parking area for his employees by the Owner. The entrance gate shall be kept locked at all times by the Contractor, except during regular working hours.

1.13 STATE AND LOCAL PERMITS, LICENSES, FEES, INSPECTIONS, CERTIFICATES:

- A. The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, fees, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits, Business License, and Certificate of Occupancy.

1.14 SIGNS:

- A. The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.
- B. Directional signs identifying offices and/or storage areas of the Contractor may be erected as required to facilitate work, provided:
 - 1. The Contractor shall submit to the Owner for approval a scale drawing or sketch of the proposed sign showing size, type of material, painting, and proposed location. All submittal data shall be in triplicate.
 - 2. The size of the individual sign shall be not greater than 24 inches wide by 12 inches high.

3. Signs shall be neatly painted on weather-resistant materials.
4. The signs will be removed upon completion of the job.
5. No sign shall be erected prior to approval by the Owner.

1.15 OWNER'S INSURANCE AUTHORITY:

- A. During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner's Insurance Authority.

1.16 BUILDERS RISK INSURANCE:

- A. The Contractor shall procure and maintain during the life of this Contract, Builders Risk Insurance on an all risk basis, on a 100 percent completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interest may appear) shall be named as the Insured.

1.17 PROPERTY INSURANCE:

- A. In addition to the insurance required by the General Conditions, the Contractor shall submit proof to the Owner that the Contractor's insurance carrier is fully aware of the type of work involved.
- B. The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. The Contractor shall submit complete certificates of insurance indicating mandated coverages to the Owner.
- C. Property insurance, including Fire, Extended Coverage, Vandalism and Malicious Mischief coverage, to the full insurable value thereof, will be carried and paid for by the Owner. This insurance will be placed with the State Insurance Reserve Fund and a certificate compliance furnished to the contractor through the Engineer. The insurance will have a deductible of \$100.00 on vandalism and malicious mischief. Losses up to that amount and any other losses not specifically covered under the Owners policy shall be borne by the Contractor. The policy will be issued in the name of the "Owner and the Contractor as their interests appear". The Contractor must report any loss to the Owner as soon as the loss occurs in order that damage be assessed before job conditions are disturbed. Formal claims against this policy must be submitted within 21 days after occurrence.

- D. The Owner's Builder's Risk Insurance does not cover any loss from theft or burglary, nor does it cover loss of any tools, equipment, scaffolding, staging, towers, forms, machinery, etc. owned or rented by mechanics, or the contractor or subcontractors, which are not intended to become a part of the project; but does cover damage to the building or contents because of theft or burglary. The Contractor shall bear the cost of losses due to these excluded items in their entirety; and if he wishes coverage, the contractor must obtain such coverage and pay the premiums.

1.18 ~~RAILROAD INSURANCE:~~

- A. ~~The Contractor shall procure and maintain in force during the work on railroad property and shall require each of his subcontractors to procure and maintain, insurance as described in the following paragraphs. These policies for the work in and about the railroad company's property shall protect the railroad company from all liability and property damage.~~
- B. ~~Three certified copies of these policies addressed to the railroad with the endorsements required shall be furnished to and retained by the railroad company involved. No contractor or subcontractor will be permitted to enter upon the railroad properties until such policies and endorsements have been received and approved by the railroad company. The amount of such insurance shall be as follows: Bodily Injury and Property Damage \$2,000,000 single limit.~~
- C. ~~The policies issued shall contain endorsements evidencing that any damages resulting from an act or omission of watchman or flagman or similar employees furnished by the railroad company listed above by reason of the operations of the Owner, the Contractor, or subcontractor shall be deemed a part of the operations of the Owner, and are covered by insurance under said policies.~~
- D. ~~These policies shall also contain endorsements evidencing that the railroad company mentioned above is protected against any damages arising from injury to officers and employees of the Owner or Contractor or subcontractor while on the premises of the railroad company.~~
- E. ~~All policies shall contain the following endorsement:~~
- ~~"This policy is not subject to cancellation or change until 30 days after the subject railroad company has received written notice thereof as evidence by return receipt of registered letter addressed to the railroad company."~~

1.19 ~~FLOOD INSURANCE:~~

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~~A. The Contractor must acquire any flood insurance made available to it under the National Flood Insurance Act of 1968 as amended beginning with the period of construction and maintain such insurance for the entire useful life of the project, if the total value of insurable improvements is \$10,000 or more.~~

~~B. The amount of insurance required is the total project cost, excluding facilities which are uninsurable under the National Flood Insurance Program such as bridges, dams, water and sewer lines, and underground structures, and excluding the cost of the land, or the maximum limit of coverage made available to the grantee under the National Flood Insurance Act, whichever is less~~

1.20 PUBLICITY:

A. All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. The Owner shall approve any and all material prior to release for publication.

~~1.20 COOPERATION WITH PLANT SCHEDULES:~~

~~A. In all the work in the existing plant, the Contractor shall consult with the Owner well in advance of date work is scheduled to begin and shall carefully plan and coordinate all his work with the Plant schedule so as to minimize interference. He shall carefully observe all Plant regulations concerning safety and smoking. He shall provide safeguards to protect the Plant personnel, building and equipment.~~

~~1.21 OWNER'S OPERATIONS:~~

~~A. The Owner intends, and reserves the right, to carry on normal operations during normal working hours. in the existing plant. The construction work shall not interfere with the Owners operations except as is absolutely necessary. The Contractor shall ascertain the Owner's working hours and location of production facilities prior to bidding. At such time (or times) when it is necessary to interfere with Owners operations, the Contractor shall perform such work at a time specified by the Owner, even though the time specified be outside regular working hours.~~

~~1.22 OWNER'S PLANT PROTECTION:~~

~~A. The Contractor, the Subcontractors, and their employees shall be subject to, and shall at all times conform to, the Owners rules and requirements for the protection of the plant, equipment, and Owners employees.~~

~~Procedure for admission to property and personnel identification system shall be established with the Owner prior to commencing work.~~

1.23 PROTECTION OF WORK:

- A. The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.

1.24 SPECIAL PRECAUTIONS:

- A. At all times during the construction of the project and its component parts, the Contractor shall provide, install, and maintain proper temporary supports, shoring, and bracing to prevent any damage to the work due to all causes.
- B. When openings are made in the roof and/or exterior walls, suitable temporary weathertight closures shall be installed and maintained at all times when work is not in progress at that location.

1.25 SMOKING AND FIRE PROTECTION:

- A. Smoking is absolutely forbidden ~~except in such areas as the Owner shall designate. The Contractor shall confer with the Owner to determine the areas in which smoking is permitted.~~ It is the responsibility of the Contractor to enforce "No Smoking" regulations in the restricted areas. The Owner will remove from the premises any person violating the smoking regulations.
- B. Welding, flame cutting, or other operations involving the use of flame, arc, or sparking devices will not be allowed without adequate protection.

1.26 POWDER ACTUATED FASTENERS:

- A. Whether or not permitted by local code or ordinance, powder actuated fasteners may not be used except on specific approval of the Owner or the Engineer in writing.

1.27 COMPRESSED AIR:

- A. The Contractor shall furnish all compressed air and temporary piping required for the work. Where necessary to locate air compressors within the building, proper ventilation shall be supplied for the compressors. All costs of providing the compressed air shall be borne by the Contractor. No connection or use of the Owners air supply will be permitted.

1.28 PRE-CONSTRUCTION CONFERENCE:

- A. After award of contract, but prior to commencement of work, a pre-construction conference will be held for the purpose of reviewing the contract documents and job conditions. The conference will be held at a time and place as agreed upon by all participants and will be attended by representatives of the Owner and the Contractor.

1.29 LIQUIDATED DAMAGES:

- A. In case of failure on the part of the contractor to complete the work within the time fixed in the Agreement for final completion or any extension thereof, the Owner shall retain from final payment to the contractor, liquidated damages, the amount set forth in the Agreement for each succeeding calendar day of delay, which is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per them by the failure of the contractor to complete work within the time stipulated, it being recognized by the Owner and contractor that the injury to the Owner which could result from failure of the contractor to complete the work on schedule is uncertain and insusceptible of certain computation.

1.30 REQUIREMENTS FOR CHANGE ORDERS AND REQUEST FOR PAYMENTS

- A. Change Orders and Requests for Payment involve several people and departments. In compliance with state and county laws, the Change Order requires approval before any construction is begun, and thus before billing is done. If these procedures are not followed, the Owner cannot be held liable for any expenses incurred.

1. CHANGE ORDER PROCEDURES

- a. The General Contractor submits the Change Order to the Engineer with a list of the changes on a mutually acceptable change order form and the cost of each item. As this is an amendment to the contract, it must be signed first by the General Contractor.

- b. The Engineer reviews, and if all items are in order, the Engineer presents the Change Order to the Owner with the Engineer's recommendations. The amount that will change the Engineers contract should also be submitted along with the other documents.
- c. The Owner signs the Change Order and sends it to the Finance Department.
- d. If the Change Order increases the cost of the project, additional purchase order must be obtained. If the Change Order decreases the cost of the project, the appropriate purchase order is liquidated for the amount of the decrease.
- e. The "hard copy purchase order will be delivered by the Administrative Services Department to the Engineer, for the Engineer, to give the "notice to proceed" to the General Contractor.

1.31 BILLING FOR CHANGE ORDERS

- A. The General Contractor may include the Change Orders in the project billing once approval of the change order is received from the Owner. Each Change Order must be listed separately on the monthly billing with the appropriate purchase order number cited on the bill (adjacent to the Change Order number).
- B. Requested monthly billings, including all approved Change Orders, are submitted to the Engineer for approval.
- C. After approval, the Engineer submits the General Contractor's billing to the Owner for approval.
- D. Check for payment request is either mailed to or picked up by the Contractor.

1.32 EQUIPMENT BY OWNER:

- A. The following specific major items of equipment will be supplied by the Owner:
 - 1. Not Applicable

1.33 UTILITY LOCATIONS:

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- A. Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked.

1.34 SPECIFICATIONS AND DRAWINGS:

- A. The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. [The Drawings bear the general designation:]

1. THE DRAWINGS ARE LISTED AS FOLLOWS:

<u>Sheet No.</u>	<u>Title</u>
CS1	COVER SHEET
VFE101	EXISTING CONDITIONS
CUN101	UTILITY PLAN
CUN501	DETAILS
SPC101	PROJECT SPECIFICATIONS
SPC102	PROJECT SPECIFICATIONS
SPC103	PROJECT SPECIFICATIONS

END OF SECTION

PART 1 GENERAL**1.1 SUBMITTALS**

- A. Submittals include a submittal register listing all anticipated submittals, shop drawings, product data, and samples as defined in the General Conditions and also include certificates, test data, schedules, and other submitted data required to demonstrate compliance with the contract documents.

1.2 SUBMITTAL REGISTER

- A. Within 15 days after Notice to Proceed, the Contractor shall submit a complete listing of all anticipated submittals. Register shall include description of submittal, type of submittal, detailed specification and drawing references, transmittal numbers, and approximate dates scheduled for submission. Register shall be clearly labeled with the names of the project and the Contractor, and any other necessary information.

1.3 CONTRACTOR PREPARATION

- A. Certification: Contractor submittals shall include the following certification:

“I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract documents except as otherwise stated.”

- B. Contractor Review and Coordination: Submittals shall have been reviewed by the Contractor and coordinated with all other related or affected work before they are submitted for approval. By approving the submittals, the Contractor thereby represents that he has determined and verified applicable field measurements, field construction criteria, materials, catalog numbers and similar data, and has checked and coordinated each shop drawing and sample with the requirements of the work and for conformance with the contract documents. Submittals submitted without such certification and coordination will be returned to the Contractor disapproved and will be considered not a formal submission. Delays in construction because of late submission or resubmission of submittals requested by the Engineer are the Contractor’s responsibility.
- C. Deviation: If the submittals deviate from the drawings and project manual because of standard shop practice, substitutions (approved in accordance with Section “Special Conditions”) or any other reason, the Contractor shall make specific mention of such deviation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment and approval of review may be made based on the stated deviation. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in

accordance with the drawings and project manual even though such submittals have been approved.

- D. Assemblies: Where an item is part of an assembly and must be fully coordinated with that assembly, the entire assembly shall be submitted together in order that proper evaluation of the submittals may be made. Each of the following groups of items shall be submitted together after the Contractor has coordinated the work within the assembly. Indication that the items have not been coordinated shall show cause for disapproval of the entire group until such coordination has been made. The Engineer's approval of a separate item shall not indicate approval of an assembly in which the item functions.

1.4 FORM OF SUBMITTAL

- A. Each submission shall be accompanied by a letter of transmittal in duplicate, listing the contents of the submission and identifying each item by reference to specification section or drawing. The standard letter of transmittal form will be provided by the Architect-Engineer. All shop drawings shall be clearly labeled with the name of the project and other necessary information. Product data and other similar material that cannot be so labeled conveniently, shall be bound in suitable covers bearing the identifying data. Distribution of submittals by Architect-Engineer will be as specified in Paragraph "Architect-Engineering Procedures." Additional copies, as required, shall be marked by the Contractor for his use after submittals have been approved.

1. Shop Drawings: Shop drawings shall be submitted in the form of one reproducible print and four (4) blue line or black line prints. After review, the Architect-Engineer will return the reproducible print with any applicable notations and an appropriate stamp. If corrections are to be made, the original drawings shall be revised and a new reproducible and four (4) prints submitted, and so repeated until approved. Upon approval, a reproducible marked as such will be returned to the Contractor. A minimum clear space, 3-1/2 inches high by 4-1/2 inches long, shall be left on the reproducible print above or to the left of the title block for application of the approval stamp. The Contractor shall be responsible for the prints required for the work, and these prints shall be from the final reproducible bearing the final stamp of the Engineer.
2. Product Data: Product data and other literature, excluding certificates, nonreproducible except by xerography or a similar process shall be submitted in four (4) copies. Reviews and submittals shall be as specified for shop drawings. Product data shall be clearly marked to identify the applicable products or models proposed for use. Where options or modifications are required by the contract documents, those items shall be clearly identified.
3. Certificates: Certificates, if they certify the performance or quality of materials or products shall be submitted with other submittals. Certificates certifying the method

of installation or quality of installation shall be submitted at the completion of the work. Each copy of a certificate shall contain an original signature of the person authorized to sign it. Three (3) copies shall be provided.

1.5 RESUBMISSION

- A. Contractor shall change or correct submittals as required by the Architect-Engineer and resubmit until approved. The Contractor shall also indicate any changes that have been made other than those requested by the Engineer.

1.6 ARCHITECT-ENGINEER PROCEDURES

- A. Architect-Engineer Review: Submittals will be reviewed with responsible promptness. Submittals will be stamped by the Engineer with one of the five following actions:
 - 1. “Approved” indicates approval with no exception taken and the work may proceed. However, the Architect-Engineer’s approval of any submittal shall not relieve the Contractor from the responsibility of complying with all requirements of this contract, including the obligation to provide submittals that are accurate and complete. The Owner assumes no responsibility for figured dimensions on shop drawings.
 - 2. “Approved as Noted” indicates approval subject to the noted corrections. Fabrication may proceed on the basis of corrections indicated.
 - 3. “Correct and Resubmit” indicates that final fabrication shall not proceed. Corrections shall be made to the submittal and it shall be resubmitted.
 - 4. “Disapproved” indicates disapproval of the product or insufficient product data and the Contractor shall resubmit new data for approval.
 - 5. “No Action” indicates the contract documents do not require the Architect-Engineer to take action on this item, or they are so marked for the reason noted thereon such as the following:
 - a. Submittal incomplete – Architect-Engineer cannot properly review.
 - b. Insufficient copies submitted.
 - c. Transmittal form incomplete.
 - d. Contractor’s certificate approving submittal not signed.
 - e. Other action or comments will be noted.

1.7 DISTRIBUTION OF SUBMITTALS

- A. Approved shop drawings, product data, manufacturer's literature, and certificates will be distributed by the Architect-Engineer as follows:
1. Reproducible shop drawing and one copy of product data and manufacturer's literature to the Contractor.
 2. One copy of all submittals to the Owner's project representative.
 3. One copy of all submittals to the Owner.
 4. One copy of all submittals will be retained by Architect-Engineer.

1.8 CHANGES AFTER APPROVAL

- A. The Contractor shall make no change in any submittal marked "Approved" or "Approved as Noted" without obtaining the prior written consent of the Architect-Engineer. If such written consent is obtained the submittal shall be revised to show fully the altered parts of the work and shall be resubmitted according to the procedures specified herein. The resubmitted submittal shall also state that the work shown supersedes and voids identified parts of the same work previously shown and shall give full identification on the drawings previously approved by the Architect-Engineer and the date of such action.

1.9 PROCEEDING WITHOUT APPROVAL

- A. No submittal may be used in the shop or on the work except in accordance with the foregoing paragraphs. Proceeding with any construction and ordering or fabricating materials before all relevant drawings have been "Approved" or "Approved as Noted" shall be done at the Contractor's risk.

END OF SECTION

PART 1 GENERAL**1.1 SECTION INCLUDES**

- A. Erosion and sediment control shall be provided during the entire construction period as specified herein.

1.2 REFERENCED SECTIONS

- A. Section 02820 - Grassing

1.3 REQUIREMENTS

- A. Contractor shall comply with all local, state and federal laws, ordinances, rules and regulations pertaining to erosion and sediment control, including those promulgated by the State Administrative Code. Contractor shall indemnify and hold harmless the Owner and Engineer from and against all claims, damages, losses and expenses resulting from such work.
- B. Obtain Land Disturbance Permit from governmental agency having jurisdiction over project site.
- C. Contractor shall install and maintain a rain gauge, onsite, during construction.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION**3.1 EROSION AND SEDIMENT CONTROL MEASURES**

- A. Contractor shall take all measures to control erosion and sedimentation along pipeline rights-of-way, at the construction site, including borrow and waste areas and temporary access roads, and at off-site areas especially vulnerable to damage from erosion and sedimentation. Work shall be scheduled so that areas subject to erosion are exposed for the shortest possible time. Temporary protection shall be required for exposed or disturbed areas until permanent vegetation is established, and shall consist of temporary grass cover (see Section 02820 – Grassing), mulch, netting or plastic sheets; except that temporary grass cover shall be provided where specifically noted on the plans. All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization is achieved or after the temporary measures are no longer required, unless otherwise directed. Trapped sediment remaining in place after removal

of temporary measures shall be permanently stabilized to prevent further erosion and sedimentation.

- B. Temporary Silt Fences: Immediately after site clearing, temporary silt fences shall be placed in the locations as shown on the plans or as necessary to prevent erosion. Silt fences shall consist of a specially manufactured woven or nonwoven drainage and filtration fabric attached to a temporary support system of galvanized woven wire mesh and steel or wood posts. Height of fabric above grade shall be as shown. Fabric skirt shall be buried to anchor the bottom edge of the fabric. Posts shall be spaced not more than 10 feet apart.
1. As far as practicable, fences shall be located on uniform contours and arranged at right angles to the runoff direction. Fence ends shall be turned up the contour for a short distance to prevent bypass of silt.
 2. Silt fences shall be inspected periodically, and all necessary repairs promptly made. Sediment deposits shall be removed when deposits reach one-half the height of the fence. Removed sediment shall be disposed of in a suitable area and stabilized to prevent erosion and sedimentation.
 3. Silt fences shall be removed as soon as disturbed areas and slopes have been properly stabilized.
 4. Filter fabric attached to existing chain link fence for erosion control purposes shall be installed as detailed for temporary silt fences, including height of fabric above grade and fabric skirt anchoring requirements. Fabric shall be the same material used for temporary silt fences. Fabric shall be removed as soon as disturbed areas and slopes have been stabilized.
- C. Silt Fence Inlet Protection shall be provided for storm drain inlet protection as detailed on the plans.
1. Barriers shall be inspected after each rainfall and repairs made as required. Sediment deposits shall be removed when deposits reach one-half the height the barrier. Removed sediment shall be disposed of in a suitable area and stabilized to prevent erosion and sedimentation. Barriers shall be removed the area stabilized when the drainage area has been properly stabilized.
- D. Stream Crossings:
1. Adequate sedimentation and erosion control measures must be implemented and maintained on the project site to avoid impacts to downstream aquatic resources. Temporary or permanent herbaceous vegetation should be planted on all bare soil within 15 days of ground disturbing activities to provide long-term erosion control.

2. Under no circumstances should rock, sand or other materials be dredged from the wetted stream channel or opposite banks under authorization of this permit, except in the immediate vicinity of the sewer line crossing. Instream dredging has catastrophic effects on aquatic life, and disturbance of the natural form of the stream channel will likely cause the downstream erosion problems, possible affecting other land owners.
3. All instream construction should be conducted in a dry work area. Sandbags, cofferdams, jersey barriers, flexible pipe, or other diversion structures should be used to minimize excavation into flowing water.
4. If utility lines are to be encased in concrete, adequate precautions should be taken to prevent direct contact between wet concrete and stream water. Uncured concrete affects water quality and is toxic to fish and other aquatic organisms.
5. Natural materials should be used as much as possible to restore stream banks at crossings. Riprap should be limited to the stream bank below the high water mark, and vegetation should be used for stabilization above high water mark.
6. All affected wetland areas must be restored to pre-construction contour and condition.
7. All mechanized equipment operated in or near surface waters should be regularly inspected and maintained to prevent contamination of stream waters from fuels, lubricants, hydraulic fluids, or other toxic materials.

3.2 EMERGENCY CONDITIONS

- A. If unusually intense storms cause planned control measures to fail, prompt restoration and cleanup of sediment deposits shall be made, including damage to adjacent property. If construction is delayed or shut down, temporary cover of exposed and disturbed areas shall be provided.

END OF SECTION

PART 1 GENERAL**1.1 DEFINITION**

- A. Closeout is hereby defined to include general requirements near the end of contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner, and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in other sections. Time of closeout is directly related to "Substantial Completion," and, therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work that have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section, regardless of whether resulting from "phased completion" originally specified by the contract documents or subsequently agreed upon by Owner and Contractor.

1.2 REFERENCED SECTIONS

- A. Section 01001 – Basic Requirements.
- B. Section 01300 - Submittals.

1.3 SUBSTANTIAL COMPLETION

- A. Request for Inspection: Prior to requesting Architect-Engineer's inspection for certification of substantial completion, as required by General Conditions (for either the entire work or portions thereof), complete the following, as appropriate, and list known exceptions, if any, in request:
 - 1. In progress payment request coincident with or following date claimed, show either 100-percent completion for portion of work claimed as "substantially complete," or list incomplete items, value of incompleteness, and reasons for being incomplete.
 - 2. Submit statement showing accounting of changes to the Contract Sum.
 - 3. Submit warranties, workmanship/maintenance bonds, service and maintenance agreements, final certifications, and similar documents.
 - a. Provide duplicate notarized copies.

- b. Execute and assemble documents from subcontractors, suppliers, and manufacturers.
 - c. Provide Table of Contents and assemble in three D side ring binder with durable cloth cover.
 - d. For items of Work delayed beyond date of substantial completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
4. Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) occupancy permits, operating certificates, and similar releases.
 5. Submit record drawings (as-built documents), maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 6. Submit certifications of compliance for each test and inspection required by all sections of the project manual. The certifications shall be signed by the Contractor and by the parties conducting the test.
 7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 8. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
 9. Complete final clean up requirements.
- B. Notice of Substantial Completion: After completion of the above specified items, submit written notice to the Architect-Engineer that the work, or designated portion thereof, is substantially complete and request an inspection of same. Include a comprehensive list of items to be completed or corrected. Proceed promptly to complete and correct items on the list. Given a minimum of five (5) days notice to allow the Architect-Engineer sufficient time to schedule and coordinate the inspection.
- C. Inspection: Upon receipt of Contractor's request, the Architect-Engineer will make an inspection to determine whether the work, or designated portion thereof, is substantially complete. Following this inspection, the Architect-Engineer will either prepare a certificate of substantial completion or advise the Contractor of work which must be performed prior to the issuance of such certificate. Should the Architect-Engineer determine that the work is not substantially complete, written notification will be given to the Contractor stating the

reasons, therefore. The Contractor shall remedy the noted deficiencies in the work and shall send a second written notice of substantial completion to the Architect-Engineer and request another inspection. The Architect-Engineer will then reinspect the work. The results of a successfully completed substantial completion inspection will form the "punch-list" for final acceptance. When the Architect-Engineer concurs that the work is substantially complete, Architect-Engineer will:

1. Prepare a Certificate of Substantial Completion on AIA Document G704, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect-Engineer as a result of the substantial completion inspection.
 2. Submit the Certificate of Substantial Completion to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in the certificate.
- D. Restrictions on Number of Inspections: The Architect-Engineer will conduct a maximum of two Contractor requested inspections to determine substantial completion of the work, or designated portion thereof. If, after the performance of a second substantial completion inspection (should one be required), the Architect-Engineer determines that the work is not substantially complete, either because of major items not completed or an excessive number of "punch-list" items, successive Contractor requested inspections shall be charged to the Contractor. The Contractor shall reimburse the Owner for the costs of all subsequently performed inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.
- E. At Architect-Engineer's Concurrence: When the Architect-Engineer concurs that the work is substantially complete, Architect-Engineer will:
1. Prepare a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect-Engineer as a result of the substantial completion inspection.
 2. Submit the Certificate of Substantial Completion to the Owner.

1.4 FINAL ACCEPTANCE

- A. Prerequisites for Final Inspection: Prior to requesting Architect-Engineer's final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following, as appropriate, and list known exceptions, if any, in request:

1. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit certified copy of Architect-Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed, and dated by the Architect-Engineer.
 3. Re-clean areas soiled during correction of deficiencies.
 4. Submit consent of surety.
 5. Revise and submit evidence of final (continuing) insurance coverage, complying with insurance requirements.
 6. Certify that equipment and systems have been tested, balanced, and are operational.
- B. Request for Final Inspection: Upon completion of the above-specified prerequisites, submit written notice to the Architect-Engineer that the work, or designated portion thereof, is complete and ready for final inspection on or after a specified date. Give a minimum of five (5) days notice to allow the Architect-Engineer sufficient time to schedule and coordinate the inspection.
- C. Architect-Engineer Procedures:
1. The Architect-Engineer will conduct the inspection with the Owner and the Contractor.
 2. Should the Architect-Engineer consider the work to be complete, the Architect-Engineer will prepare a certificate of final acceptance.
 3. Should the Architect-Engineer consider the work, in any part, to be incomplete or defective, he will notify the Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.
 4. Upon receipt of Contractor's notice that the work has been completed, including "punch-list" items resulting from an earlier inspection, the Architect-Engineer will reinspect the work. Upon completion of reinspection, the Architect-Engineer will either prepare a certificate of final acceptance or advise the Contractor of work that is not acceptable or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

5. The Architect-Engineer will conduct a single Contractor requested inspection to determine final acceptance of the work at no cost to the Contractor. If, after the performance of an initial final inspection, the Architect-Engineer determines that the work is not complete, either because of major items not completed or an excessive number of "punch-list" items, successive Contractor requested inspections shall be charged to the Contractor. The Contractor shall reimburse the Owner for the costs of all subsequently performed inspections or, at the Owner's option, the costs may be deducted from payments due to the Contractor.

1.5 FINAL ADJUSTMENT OF ACCOUNTS

- A. Final Statement: Submit a final statement of accounting to Architect-Engineer. The statement shall reflect all adjustments to the contract sum including the following:
 1. The original contract sum.
 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Unit prices.
 - d. Deductions for uncorrected work.
 - e. Deductions for additional submittal reviews in accordance with Section 01300, Article - Reimbursement from Contractor.
 - f. Deductions for re-inspections for substantial and final completions in accordance with [this Section, Articles - Substantial Completion and Final Acceptance.
 - g. Other adjustments.
 3. Total contract sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.

1.6 FINAL APPLICATION FOR PAYMENT

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- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the General Conditions.

END OF SECTION

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