



Brunswick-Glynn Joint Water and Sewer Commission

**ITB No. 24-002
Invitation To Bid**

**Construction Services for
Basin 4002 CIPP (Cured-In-Place Pipe) Rehabilitation
for the
Brunswick-Glynn County Joint Water and Sewer Commission**

Thursday, February 15, 2024

**Questions must be directed in writing (via e-mail) to the
Purchasing Director, Pamela Drury-Crosby, email: pcrosby@bgjwsc.org
Deadline for questions Wednesday, March 6, 2024, no later than 5:00 p.m. EST.**

**Bid Responses Due by:
12:00 NOON, EST Tuesday, March 19, 2024, to:**

**Purchasing Division
Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
(912) 261-7100**

**Proposals should be clearly labeled as follows:
"ITB NO. 24-002 Construction Services for Basin 4002 CIPP Rehabilitation"**

**Submit responses in hard copy only; electronic or fax responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.**

**FOR COMPLETE DETAILS OF THIS SOLICITATION, please visit the BGJWSC website,
utilizing the following link:**

<http://www.bgjwsc.org/departments/procurement/>

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Exhibit A – Project Maps

There are (3) pdf files of the project area. They are available on JWSC website utilizing solicitation link that are named as follows:

- Exhibit A - **Figure 4002 CIPP_SP** (Combined Map with S1 and S2 boundaries shown)
- Exhibit A - **Figure 4002 CIPP_S1** (S1 area data only)
- Exhibit A - **Figure 4002 CIPP_S2** (S2 area data only)

Exhibit B – Technical Specifications

Exhibit C – Asset Location Listing with Pipe Diameter and Length

Exhibit D – CCTV video files of pipe segments within the 4002 Basin (available in Dropbox)
(contact Procurement office via email, pcrosby@bgjwsc.org to request secure access to download the Dropbox files)

SECTION 1

BRUNSWICK GLYNN JOINT WATER AND SEWER COMMISSION
1703 Gloucester Street
Brunswick, Georgia 31520

INVITATION TO BID 24-002

**CONSTRUCTION SERVICES FOR
4002 BASIN CIPP (CURED-IN-PLACE PIPE) REHABILITATION**

Sealed bids for **ITB NO. 24-002 CONSTRUCTION SERVICES FOR 4002 BASIN CIPP (CURED-IN-PLACE PIPE) REHABILITATION**, will be received by the Brunswick-Glynn County Joint Water and Sewer Commission at the JWSC's Office of the Procurement Director, 1703 Gloucester Street, Brunswick, Georgia 31520 until **12:00 NOON EST, Tuesday, March 19, 2024**, at which time and place they will be publicly opened and read aloud.

This project contains work elements associated with Cured-In-Place Pipe rehabilitation to address I/I issues withing the 4002 Basin located within the Brunswick Service District of Brunswick, Glynn County, Georgia. The work to be performed under this contract consists of furnishing all skills, labor, materials, tools, equipment, appurtenances and incidentals required to construct complete, in place, and ready to operate as show on the plans.

Initial staff assessment of current condition has been completed. The preliminary report identifies segments that need repair. A Dropbox link with access to previous CCTV inspection videos and reports is available by contacting the JWSC Procurement Office. All updates for this solicitation will be posted and available on the JWSC website. Plans and Specifications are available on the JWSC website utilizing the following link: <https://www.bgjwsc.org/departments/procurement/>.

No pre-bid teleconference or site visit will be held but the Bidder is encouraged to examine the location of the work and inform themselves fully as to the conditions present at the project site. Questions regarding this solicitation shall be made in writing to the Purchasing Director, Pam Crosby, via email: pcrosby@bgjwsc.org. All responses to submitted questions will be issued via addendum to parties who have requested Dropbox access to CCTV files and posted on the JWSC website for reference. The deadline for questions is **Wednesday, March 6, 2024, at 5:00 p.m. EST**. Requests for clarification received after this date will not be considered.

Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded.

Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

The Brunswick-Glynn County Joint Water and Sewer Commission provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, disability, or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the JWSC. The JWSC reserves the right to reject any and all bids, waive technicalities and make an

award in the best interest of the JWSC.

Submit responses in hard copy only; electronic or fax responses will not be accepted. Please provide (1) original and (1) electronic (USB or CD copy). Package exterior shall include Contractor's License number and name on the package exterior. Late bid packages or packages received at any other locations will not be accepted. Bids should be clearly labeled as follows: **ITB No. 24-002 "CONSTRUCTION SERVICES FOR 4002 BASIN CIPP (CURED-IN-PLACE PIPE) REHABILITATION"** and also include the Utility Contractor's License number and name.

I. Intent and Purpose

The Brunswick-Glynn Joint Water and Sewer Commission (JWSC) is in the process of evaluating downstream conveyance systems improvements required to address various I/I related issues throughout the JWSC service area. This project contains rehabilitation work elements to reduce I/I flows via CIPP lining.

CCTV investigation has identified segments of the gravity sewer upstream from JWSC Pump Station 4002 as top candidates for CIPP rehabilitation. Located in Basin 4002 of the Brunswick service district, the project will occur in established residential neighborhoods. Every effort should be made to reduce disruptions to the residents. See Exhibit A for a listing of (3) maps of detailing the work that is to be performed. These map files are available on the JWSC website.

II. Scope of Work

JWSC requests qualified individuals and firms with experience in CIPP repairs. Firms should have the qualification to provide the requested services that will include all labor, materials and equipment required to complete the required repairs, documentation, acceptance tests, visual inspection and warranty in accordance with established standards using approved products as detailed in the Technical Specifications included as Exhibit B.

Initial staff assessment of current condition has been completed. The preliminary report identifies segments that need repair. An asset list of each segment is included as Exhibit C. A Dropbox link with access to previous CCTV inspection videos and reports is available by contacting the JWSC Procurement Office. These videos will be incorporated as Exhibit D of the contract documents.

The timeframe to complete this scope of work (including final reports) is estimated not to exceed one hundred and fifty (150) calendar days. Bidders are advised to consider this aspect thoroughly as they plan and evaluate the multiple elements that will be involved to execute this project within the desired timeframe.

III. Schedule of Events

Listed below is the tentative schedule of events associated with this project:

Date <i>All times are EST</i>	Event
Thursday, 2/15/2024	Solicitation Released; Bid Docs / CCTV Files Available for Prospective Bidders
Wednesday 3/6/2024 – 5:00 p.m.	Deadline for Questions
Tuesday, 3/19/2024 – 12:00 NOON	Bids Due
Thursday, 4/18/2024 – 2:00 p.m.	Anticipated Contract Award
April – May 2024	Contract Execution Period and Pre-Construction Meeting
May -June 2024	Notice To Proceed / Commencement of Work

IV. Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Brunswick-Glynn Joint Water and Sewer Commission (JWSC) with goods and/or services. These instructions constitute an integral part of the Bid, and any Bidder agrees that tender of a Bid constitutes acknowledgement and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Bidder ultimately executes with the JWSC.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Bidder's responsibility to seek clarification immediately from the JWSC, as early as possible prior to the bid opening. Regarding requests for interpretations of specifications must be made in writing via email to the Purchasing Division no later than 5:00 p.m. EST on Wednesday, March 6, 2024. Please direct all questions to the Pamela Drury-Crosby, Purchasing Director at pcrosby@bgjwsc.org. No oral communications from the Owner Contact or other individual are binding. No contact with the JWSC staff, Commission members or any public official concerning the project during the procurement process is allowed, except through the owner contact. A violation of this provision may result in disqualification of Bidder.
2. Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the JWSC during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.
3. Information submitted by the Bidder in the bid process shall be subject to disclosure after bid award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire bids may not be deemed proprietary. All updates to solicitation documents and any addenda will be posted on the JWSC website: <http://www.bgjwsc.org/departments/procurement/> It is the responsibility of all bidders to monitor this site for updates and addenda that may be added during the procurement process.
4. Bids must be made on the enclosed Bid Form. Unless otherwise requested, one (1) electronic, one (1) hard-copy original and at one (1) copy of the Bid form package need to be submitted, and these copies must be typewritten or printed in ink. All copies of any

Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.

5. The name of the person, firm, or corporation making the Bid must be printed in ink, along with the Bidder's signature, on all separate sheets of the Bid Form. If a Bid is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the Bid must show the name of the State under the laws of which the Corporation is chartered and his, or their authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
6. All Bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the Bid shall submit it in a sealed envelope on or before the date and time specified in the Bid package. The envelope shall be marked "Sealed Bid" and carry the Bid title, and date and time of opening as set forth in the Bid package. The envelope shall also bear the name of the party making the Bid and the party's address. Address Bids to Brunswick-Glynn County Joint Water and Sewer Commission, 1703 Gloucester Street, Brunswick, GA 31520 ATTN: Purchasing Division.
7. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Bidder's bid. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the bidder may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation. In the case of goods, the person, firm or corporation making the Bid may Bid all items. All items may be considered separately, at the discretion of the JWSC.
8. Bidders for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the bid envelope and must enclose copies of any required license with the bid.
9. When public work is let out for bid, no person shall prevent or attempt to prevent competition in such bid. Such bidders must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the bid process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the bid process; if a corporation, all officers, agents, or other persons who acted for the corporation in the bid process.

10. Bids shall not be withdrawn or cancelled by the bidder past the bid opening date and time. The bidder may make modifications/corrections to the bid by submitting a corrected sealed bid but only if the change is prior to the bid opening. The corrected document should be clearly marked that it supersedes the bid opening originally submitted. No modification or corrections will be allowed subsequent to the bid opening.
11. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items on the Bid Form.
12. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the JWSC for (60) days after the date set for the opening thereof.
13. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the bid. The Bidder further certifies that the prices shown in any schedule of items on which the Bidder is proposing are in accordance with the conditions, terms and specifications of the bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Bidder shall merit withdrawal of the bid.
14. The time slated for completion of this work is stated in the Bid Form. Failure to complete the work within this period shall result in payment to the JWSC of liquidated damages in an amount provided for by contract for each calendar day in excess of the contract time.
15. While price is the prime criteria, and the JWSC intends to purchase at the lowest responsible bid available, price shall not be the sole criteria utilized by the JWSC in evaluating the bid package submitted. The following criteria shall also be utilized by the JWSC in determining the lowest responsible bid.
 - a. Ability of Bidder to perform in the time frame needed by the JWSC.
 - b. Reputation of the Bidder in its industry.
 - c. Reasonableness of the bid in relation to anticipated costs
 - d. Ongoing relationships with the JWSC based on above-average prior performance of work with the Commission.
16. The Bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.

17. The successful Bidder must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
18. The Contract between the JWSC and the Contractor shall be executed on a form provided by JWSC and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, and the Risk Management Requirements), and shall form a binding contract between the contracting parties.
19. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the bid guaranty to the JWSC, not as a penalty, but in liquidation of damages sustained. At the discretion of the JWSC, the award may then be made to the next lowest responsible vendor, or the work may be readvertised or constructed by the JWSC.
20. Any Contract and Contract Bonds shall be executed in duplicate.
21. Award of this bid shall be by action of the JWSC Board at its regular monthly meeting.
22. The JWSC reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any Bidder for a reduction of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to Bid, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.

One (1) electronic (USB drive), One (1) original hard-copy and One (1) hard-copy of your response must be submitted no later than

12:00 Noon on Tuesday, March 19, 2024, to:

Pamela Drury-Crosby, Purchasing Director
Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520
Label **"ITB No. 24-002 – Construction Services for 4002 Basin CIPP Rehabilitation"**

V. Required Bid Submittals

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- a. Bid Form
- b. Bidder Qualification Information, including References. Failure to provide satisfactory references will result in the bid being deemed non-responsive.
- c. Georgia Security and Immigration Compliance Act of 2006 form - Contractor Affidavit and Agreement form and Subcontractor Affidavit form (if applicable)

<https://www.verify9.com/state-laws/georgia-e-verify/>

JWSC cannot consider any bid which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Bidders intending to do business with JWSC are responsible for independently apprising themselves and complying with the requirements of that law and its effect on JWSC procurements and their participation in those procurements.

- d. Drug Free Workplace Affidavit
- e. Addenda (if any issued)

VI. Contract

After selection of the agency, a proposed contract shall be supplied and is subject to review and approval of the JWSC Attorney. Specific insurance requirements will be established and added as an attachment to the final contract. Samples of Standard Contract Documents and Insurance Requirements are included

SECTION 2

BID FORM

DATE SUBMITTED:

PROJECT NAME:

**Construction Services for 4002 Basin CIPP
Rehabilitation**

Brunswick, Georgia

SUBMITTED TO:

Brunswick – Glynn County Joint

Water and Sewer Commission

1703 Gloucester Street,

Brunswick, Georgia 31520

SUBMITTED BY:

Company Name:

Address:

Georgia Utility Contractor's License No.

The undersigned as BIDDER hereby declares that the only person or persons interested in the BID as principal or Principals is or are named herein and that no other person than herein mentioned has any interest in the BID or in the Contract to be entered into; that this BID is made without connection with any other person or parties making a BID, and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the documents relative thereto; and has read all General and Special Conditions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

BID FORM (Continued)

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	\$ -	\$ -
2	Bypass Pumping	1	LS	\$ -	\$ -
3	Traffic Control	1	LS	\$ -	\$ -
4	Sanitary Sewer Mainline Pre-Cleaning Inspection \leq 12" Diameter	25,421	LF	\$ -	\$ -
5	Sanitary Sewer Mainline Pre-Cleaning Inspection $>$ 12" Diameter	3,987	LF	\$ -	\$ -
6	Sanitary Sewer Mainline Cleaning \leq 12" Diameter	25,421	LF	\$ -	\$ -
7	Sanitary Sewer Mainline Cleaning $>$ 12" Diameter	3,987	LF	\$ -	\$ -
8	Sanitary Sewer Mainline Post-Cleaning Inspection \leq 12" Diameter	25,421	LF	\$ -	\$ -
9	Sanitary Sewer Mainline Post-Cleaning Inspection $>$ 12" Diameter	3,987	LF	\$ -	\$ -
10	6" CIPP Mainline Rehabilitation	243	LF	\$ -	\$ -
11	8" CIPP Mainline Rehabilitation	23,611	LF	\$ -	\$ -
12	10" CIPP Mainline Rehabilitation	1,567	LF	\$ -	\$ -
13	15" CIPP Mainline Rehabilitation	2,015	LF	\$ -	\$ -
14	18" CIPP Mainline Rehabilitation	483	LF	\$ -	\$ -
15	24" CIPP Mainline Rehabilitation	1,489	LF	\$ -	\$ -
16	Sanitary Sewer Mainline Heavy Sewer Cleaning \leq 12" Diameter	1	SEGMENT	\$ -	\$ -
17	Sanitary Sewer Mainline Heavy Sewer Cleaning $>$ 12" Diameter	1	SEGMENT	\$ -	\$ -
18	Sanitary Sewer Mainline Deposit Cut \leq 12" Diameter	1	SEGMENT	\$ -	\$ -
19	Sanitary Sewer Mainline Deposit Cut $>$ 12" Diameter	1	SEGMENT	\$ -	\$ -
20	Sanitary Sewer Mainline Root Cut Medium \leq 12" Diameter	1	SEGMENT	\$ -	\$ -
21	Sanitary Sewer Mainline Root Cut Medium $>$ 12" Diameter	1	SEGMENT	\$ -	\$ -
22	Sanitary Sewer Mainline Root Cut Ball \leq 12" Diameter	1	SEGMENT	\$ -	\$ -
23	Sanitary Sewer Mainline Root Cut Ball $>$ 12" Diameter	1	SEGMENT	\$ -	\$ -
24	Sanitary Sewer Mainline Lateral Cut \leq 12" Diameter	1	EACH	\$ -	\$ -
25	Sanitary Sewer Mainline Lateral Cut $>$ 12" Diameter	1	SEGMENT	\$ -	\$ -
26	Service Connection Reinstatement	300	EACH	\$ -	\$ -
27	Dye Testing of Existing Service Connections	300	EACH	\$ -	\$ -
28	Open Cut Point Repairs	1	EACH	\$ -	\$ -
29	Flowable Fill, Complete in Place	100	GAL	\$ -	\$ -
TOTAL				-	

TOTAL (Figures): \$ _____

(Words): _____

BID FORM (continued)

Bid of _____

(Hereinafter "Bidder"), organized and existing under the laws of the State of _____,

doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Brunswick-Glynn County Joint Water and Sewer Commission (hereinafter "Owner" or JWSC).

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **ITB No. 24-002 4022 Basin CIPP Rehabilitation** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders. In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform and furnish Work as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein (twenty-one calendar days) and in accordance with the other terms and conditions of the Documents. Bidder accepts the terms and conditions of the Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

CONTRACT TIME:

Bidder hereby agrees to execute the agreement within one hundred fifty (150) calendar days of Notice of Award or as specified by JWSC. Each individual project work order shall be completed within the time period as agreed to by both parties at the time of the individual project work order issuance. If said work is not completed within the time frame stated on the individual project work order, the Contractor shall be liable to pay to the Owner, as liquidated damages the amount of \$1,000.00 per calendar day for each and every day or part of a day thereafter that said work remains substantially incomplete for that particular individual project work order.

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Pay Item Schedule.

UNIT COST:

If a discrepancy in bid quantity line extension occurs, unit cost bid form entry times (X) quantity will prevail.

ADDENDA:

Bidder acknowledges receipt of the following# of Addenda: _____ (enter each number if applicable)

To be considered responsive, bidders are required to bid on all work items listed on the Bid Form – Pay Item Schedule.

BID FORM (continued)

Submitted by: _____
(NAME OF BIDDER and TITLE)

By: _____
(SIGNATURE)

Date: _____

Address: _____

Phone Number: _____

Email Address: _____

Utility Contractor License Number: _____

BIDDER QUALIFICATION FORM

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS: _____

COMPANY NAME OF BIDDER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

ENTITY TYPE:	Individual/Sole Proprietor	Employee-Owned Company
	Privately Held Corporation/LLC	Partnership
	Publicly Owned Company	Attorney

Other (specify): _____

NAME OF PRINCIPAL OFFICERS: _____

REFERENCES

LIST AT LEAST THREE (3) SIMILAR SEWER MANHOLE REHABILITATION PROJECTS THAT HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS, EXCLUDING JWSC.

PROJECT #1

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

PROJECT #2

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

PROJECT #3

OWNER:

CONTACT NAME:

EMAIL ADDRESS:

PHONE NUMBER:

ADDRESS:

PROJECT DESCRIPTION:

DATE COMPLETED:

E-VERIFY REQUIREMENTS
Prime and Subcontractor

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

PS4002 BASIP CIPP REHABILITATION PROJECT _____

Name of Project

BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

E-VERIFY SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

Georgia Security Immigration and Compliance (GSIC) Act

The Brunswick-Glynn County Joint Water and Sewer Commission and Subcontractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with a Contractor contracting with the Brunswick-Glynn County Joint Water and Sewer Commission has registered with and is participating in the federal work authorization program known as: E-Verify*, web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], *in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91*. The undersigned Subcontractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Subcontractor agrees that, should it employ or contract with any other subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Brunswick-Glynn County Joint Water and Sewer Commission, Subcontractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor further agrees the Subcontractor will advise the Brunswick-Glynn County Joint Water and Sewer Commission of the hiring of a new subcontractor and will provide the Brunswick-Glynn County Joint Water and Sewer Commission with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Subcontractor also agrees to maintain all records of such compliance for inspection by the Brunswick-Glynn County Joint Water and Sewer Commission at any time and to provide a copy of each such verification to the Brunswick-Glynn County Joint Water and Sewer Commission at the time the subcontractor(s) is retained to perform such services.

(Continued on Next Page)

REQUIRED ONLY IF APPLICABLE

E-Verify Employment Eligibility Verification User I.D. Number

Date of Authorization to Use Federal Work Authorization Program

Name of Subcontractor

Title of Authorized Officer or Agent of Subcontractor

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the __ day of _____, 2024.

NOTARY PUBLIC:

Name:

My Commission Expires:

(NOTARY SEAL)

As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

DRUG FREE WORKPLACE AFFIDAVIT

CERTIFICATE OF DRUG FREE WORKPLACE

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under bid, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name:

Authorized Signature:

Title:

Date:

INSURANCE REQUIREMENTS

Brunswick-Glynn County Joint Water and Sewer Commission

1703 Gloucester Street
Brunswick, Georgia 31520
(912) 1-7100

INSURANCE REQUIREMENTS

The description section of your insurance certificate must read:

BGJWSC is named as an additional insured on all coverage except Workers' Compensation as per written contract. A waiver of Subrogation applies to all policies shown above as per written contract.

Insurance Requirements

Before starting and until acceptance of the Work by BGJWSC, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

SCHEDULE

AMOUNT

Workers' Compensation

Georgia Statutory coverage
and Employer's Liability (including
appropriate Federal Acts)

Statutory Limits (Workers' Compensation)

\$500,000 Bodily Injury each accident

\$500,000 Bodily Injury by Disease each Employee

\$1,000,000 Bodily Injury policy limit

Commercial General Liability

Premises-Operations

\$1,000,000 each occurrence

Products-Completed Operations

\$2,000,000 annual aggregate for bodily injury

Contractual Liability

and property damage, combined single limit

Independent Contractors

Broad Form Property Damage

Explosion, Collapse and Underground

Hazards (XCU Coverage) as appropriate

Primary and Non-Contributory

Automobile Liability

All autos-owned, hired,
or non-owned

\$1,000,000 each occurrence, combined single limit

Excess or Umbrella Liability

**(This is additional coverage and limits
above the following primary insurance:**

\$2,000,000 each occurrence and annual aggregate

**Employer's Liability, Commercial General
Liability and Automobile Liability)**

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. The General liability shall contain a "Per Project Aggregate."

Company shall specify BGJWSC as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary and non-contributory as to any and all other insurance or self-insurance maintained by BGJWSC. Company shall include a Waiver of Subrogation on all required insurance in favor of BGJWSC, its commission members, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies authorized to do business in the State of Georgia, rated at least A- VII by A M Best and satisfactory to BGJWSC. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to BGJWSC for approval.

Performance Bond

PERFORMANCE BOND

State of Georgia
City of Brunswick
County of Glynn

KNOW ALL MEN BY THESE PRESENT, that we _____

_____, as Principal, and .

_____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for the use and benefit

of those entitled thereto in the not to exceed sum of _____

_____ \$ (_____)

for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed sum of

_____ \$ (_____)

for the **JWSC CONSTRUCTION SERVICES FOR 4002 BASIN CIPP REHABILITATION PROJECT** as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the JWSC from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the JWSC such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed there under, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

/Signatures on Next Page)

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2024, executed in two (2) counterparts.

PRINCIPAL: _____

By: _____

Title: _____

Signed and Sealed in the Presence of:

(SEAL)

1. _____

2. _____

SURETY: _____

By: _____

Title: _____

Signed and Sealed in the Presence of:

(SEAL)

1. _____

2. _____

Payment Bond

PAYMENT BOND

State of Georgia
City of Brunswick
County of Glynn

KNOW ALL MEN BY THESE PRESENT, that we _____

_____, as Principal, and _____

_____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC), for

the use and benefit of those entitled thereto in the not to exceed the sum of _____

_____ \$ (_____)

for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the JWSC has engaged the said Contractor for the not to exceed sum of

_____ \$ (_____)

For the **CONSTRUCTION SERVICES FOR 4002 BASIN CIPP REHABILITATION PROJECT** as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint _____ as agent of each of them to receive and accept service of process or other pleading issue or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

- (c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.
- (d) This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-1 *et seq.* and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

[Signatures on Next Page]

1. _____

2. _____

SURETY: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

1. _____

2. _____

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2024, executed in two (2) counterparts.

PRINCIPAL: _____

By: _____

Title: _____

(SEAL)

Signed and Sealed in the Presence of:

By: _____

Title: _____

(SEAL)

Bid Bond

BID BOND

**State of Georgia
City of Brunswick
County of Glynn**

KNOW ALL MEN BY THESE PRESENT, that we, _____

_____, as Principal, and

_____, as Surety, are held and firmly bound

unto the Brunswick-Glynn County Joint Water and Sewer Commission (JWSC) in the not to

exceed sum of _____ Dollars

(\$ _____) lawful money of the United states, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the JWSC a Bid for:

JWSC CONSTRUCITON SERVICES FOR 4002 BASIN CIPP REHABILITATION

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within fifteen days (15) days after receipt of conformed Contract Documents, execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the JWSC and execute a sufficient and satisfactory Performance Bond and Payment bond payable to the JWSC, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the JWSC, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all to the foregoing requirements within the time specified above, immediately pay to the aforesaid JWSC, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. § 36-91-50 *et seq.*, as amended from time to time, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on

This the _____ day of _____, 2024.

PRINCIPAL: _____

Signed and sealed in the
Presence of:

By: _____

Title: _____

1. _____

(Seal)

2. _____

SURETY: _____

Signed and sealed in the
Presence of:

By: _____

Title: _____

(Seal)

1. _____

2. _____

Contract

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

1.02 Terminology

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

or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to

discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

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

5.02 *Use of Site and Other Areas*

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

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

B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

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

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 - 2. is of such a nature as to require a change in the Drawings or Specifications;
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will

be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

- c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all

Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured,

Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and
 - 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

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

insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph,

a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

7.08 *Patent Fees and Royalties*

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

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

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

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.

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

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

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

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

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or

Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions,

inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

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

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor,

whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

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

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application

for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

- d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

- j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
- 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;

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

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

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

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION 3

EXHIBIT A

Project Area Maps (3) for this project

- Figure **4002 CIPP_SP** (Combined Map with S1 and S2 boundaries shown)
- Figure **4002 CIPP_S1** (S1 area data only)
- Figure **4002 CIPP_S2** (S2 area data only)

Due to the size and format of these documents, the pdf files are listed separately on the JWSC website under the Procurement page for this solicitation (ITB 24-002 Construction Services for 4002 Basin CIPP Rehabilitation) and can be accessed using the link below:

<http://www.bgjwsc.org/departments/procurement/>

EXHIBIT B

TECHNICAL SPECIFICATIONS
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SANITARY SEWER PIPE CLEANING

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SECTION 01000
SANITARY SEWER PIPE CLEANING

PART 1 GENERAL

1.1 SCOPE OF SERVICES AND WORK PHASING

- A. The purpose of this bid is to obtain competitive unit prices for all labor, material, and equipment necessary to clean existing sanitary sewers ranging in size from 15- to 30-inch diameter. The work includes hydraulic root cutting and cleaning, grinding protruding break-in service connections, remote televising and recording of the sewer. All project locations will be within the Owner's service area.
- B. The work to be completed on each section of sewer will be performed in phases as defined in the following:
 - 1. Phase 1 Pre-cleaning Inspection.
 - a. The preferred method for Pre-Cleaning Inspection is color CCTV conforming to NASSCO Pipeline Assessment Certification Program (PACP), and for the data to be exported electronically in a PACP certified format. Since this inspection is performed prior to cleaning, it is understood that the video may not provide an "unobstructed view of the entire pipe."
 - b. The Contractor may propose other methods to the Owner prior to bid for inspection such as, zoom camera inspection, digital sidewall scanning inspections, acoustical technology, etc.
 - c. If the Contractor is performing the Pre-Cleaning Inspection, the method must be pre-approved by the Owner prior to inspection of the sewer interior.
 - 2. Phase 2 Sewer Pipe Cleaning. Based on the Owner's review, he or she will determine if additional work will be required. At the sole discretion of the Owner is to either declare the work on the particular sewer segment complete or notify the Contractor of additional work (i.e. Phase 3: Light Sewer Cleaning, Heavy Cleaning, Deposit Cut, Root Cut Medium, Root Cut Ball, or Lateral Cut)
 - 3. Phase 3 Additional Sewer Pipe Cleaning (Optional). The Contractor shall perform the assigned additional work, which may be any one of the following items as defined in these specifications: Light Sewer Cleaning, Heavy Cleaning, Deposit Cut, Root Cut Medium, Root Cut Ball, or Lateral Cut
 - 4. Phase 4 Post Cleaning Inspection. Final televising of the sewer segment to evaluate the condition of the sewer segment after all cleaning has been performed in Phase 3. Phase 4 will be required to be performed and will be reimbursed at the bid unit price.

- a. The recorded video must show the entire circumference of the sewer. Any flow control to remove standing water and debris shall be incidental to the contract. It is not the intent of this specification to require bypass pumping to control heavy flow; however, the Contractor must, at a minimum, make reasonable effort to control the flow by using flushing equipment to temporarily retain flow or to remove standing water. The Contractor must also consider weather conditions to obtain the best video image of the sewer. This may require the Contractor to delay any video work after major rain events until the system can return to lower dry weather flow. The Contractor shall submit PACP data to include the electronic video reports, logs, etc. for the Owner's review as required in Part 1 Section 6.
- b. The segments of sewer to be cleaned and televised through this contract will be located primarily within the paved areas of the public right-of-way; however, there may be some sewer segments that are located within public easements on private property. The successful bidder, with assistance of the Owner as required, will be responsible to coordinate and gain access to any and all sewer segments and will be responsible for any restoration in accordance with Part III Section 5. This will include written authorization between Contractor and landowner.
- C. The Contractor shall furnish all labor, components, materials, tools, and appurtenances necessary for the performance and completion of the contract.
- D. Award of the contract will be determined through an evaluation of bids and made in light of the best interest of the Owner.
- E. The Contractor will be held fully liable for any damages incurred that are caused by his or her negligence.
- F. Patents, Trade Secrets, and Copyrights: The Contractor shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others. The Contractor shall indemnify and hold harmless the Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights, trade secret protection rights, or copyrights incidental to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

1.2 OWNER

- A. This contract will be administered and performed under the direction and inspection of the Owner. Questions pertaining to this contract, before and after award, should be directed to the Owner at 912-261-7108 and aburroughs@bgjwsc.org.

1.3 TIME OF PERFORMANCE, SCHEDULING AND LIQUIDATED DAMAGES

- A. Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe and submit the data to the Owner to verify that the CCTV database is compatible with the Owner's PACP Database, and the deliverables are acceptable to the Owner. The Owner shall verify acceptability of the deliverables within five (5) business days of receipt. After the Owner verifies compatibility of the database, the Owner shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.
- B. It is understood that the bidder may have other contracts with the Owner during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

1.4 COMPLIANCE AND ACCEPTANCE

- A. Compliance with this contract shall be complete when all conditions set forth in these specifications have been met. The following defines each work item, the level of effort, and quality of work that will be necessary to meet the intent of this specification:
- B. Pre-cleaning Inspection:
 - 1. The preferred method for Pre-Cleaning Inspection is color CCTV conforming to National Association of Sewer Service Companies' (NASSCO) Pipeline Assessment Certification Program (PACP), exported electronically in a PACP compliant format. Other methods for inspection, including CCTV, zoom camera inspection, digital sidewall scanning inspections, acoustical technologies, etc. must be preapproved by the Owner prior to inspection of the sewer interior.
 - 2. Should the level or type of debris differ from the original inspection, the work type can be adjusted by the Owner to the proper work type and the work shall be paid at the adjusted, proper rate. The Contractor shall be responsible for providing evidence of the change in conditions to the Owner.
- C. Light Sewer Cleaning (Each Segment)
 - 1. Removal of Deposits Settled (DS):
 - a. Up to 12-inches 25%
 - b. 13- to 24-inches 15%
 - 2. The Contractor shall clean the sewer and associated manholes, including drop connections and benches, to remove all Deposits Settled (DS), so that the sewer is ready for televising. This will require an unlimited amount of passes of a hydraulic flusher to

remove all loose debris and collect it for removal in the downstream manhole. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This item does not include any root cutting, deposit removal, or grinding of protruding service connections.

3. Owner will provide a debris disposal location at 149 Indigo Drive, Brunswick, GA 31525. The Contractor is required to provide Owner with a report for each disposal to include sections cleaned, estimated quantities removed, and pictures.

D. Heavy Sewer Cleaning (Each Segment)

1. Removal of Obstructions (OB) and Deposits Settled (DS) that exceed percentage established for light cleaning. This also includes Deposits Attached Grease (DAGS) if able to remove with rotating nozzle or other mechanical means; not to include saws or cutters. Compliance with this section requires substantial effort towards cleaning.
2. Under this bid item, the Contractor shall remove all obstructions in the sewer. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This includes all grease, rocks, debris, sticks, etc. that will reduce the hydraulic capacity of the sewer and limit future maintenance access of remote equipment. This work will include an unlimited number of passes by high velocity hydro-cleaning equipment. A mechanical/hydraulic Spinner Nozzle may be used where necessary at no additional cost to the Owner; however, the Contractor shall be responsible for any damage to the sewer or any service connections. This item does not include cutting/grinding protruding break-in connections, as that work will be paid under a separate bid item.
3. The Contractor shall maintain detailed documentation of cleaning efforts made to remove these items. Such documentation shall be made available to the Owner at any time.
4. The Contractor shall immediately notify the Owner if he believes that this level of cleaning will cause a sewer collapse due to the existing deterioration of the host pipe. The Owner's determination whether to continue or stop work is final.

E. Root Cut (Each segment)

1. Root Cut Medium - Removal of Roots Medium (RM), and Root Balls (RB) in one or two joints.
2. Root Cut Ball – Removal of Root Balls (RB) removed in at least 3 joints.
3. The Owner shall determine if the sewer segment requires root cut cleaning. All roots must be screened, collected, and removed from the sewer for proper disposal.
4. The Contractor shall immediately notify the Owner if he believes that these activities performed under this paragraph will cause a sewer collapse due to the existing

deterioration of the host pipe. Owner's determination whether to continue or stop work is final.

F. Deposit Cut (Each Segment)

1. Removal of Deposits Attached Encrustation (DAE) and Deposits Attached Grease (DAGS) that require a cutter to remove.
2. Under this bid item, the Contractor shall remove all obstructions in the sewer. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This includes all deposits, grease, debris, sticks, etc. that will reduce the hydraulic capacity of the sewer and limit future maintenance access of remote equipment. This work will include an adequate number of passes using high velocity hydro-cleaning equipment required to produce a clean pipe in accordance with these specifications. A mechanical/hydraulic root, chain cutter, etc. may be used where necessary at no additional cost to the Owner; however, the Contractor shall be responsible for any damage to the sewer or any service connections. This item does not include cutting/grinding protruding break-in connections, as that work will be paid under a separate bid item.
3. Compliance with this section requires substantial effort towards cleaning, chipping, cutting, grinding, etc. to remove hardened deposits, grease, etc. The Contractor shall use remote CCTV equipment to monitor the progress of the work and ensure that the sewer is not damaged.
4. The Contractor shall immediately notify the Owner if he believes that activities performed under this paragraph will cause damage due to the existing deterioration of the host pipe. The Owner's determination whether to continue or stop work is final.
5. The Contractor shall maintain detailed documentation of cleaning efforts made to remove these items.
6. If attached deposits cannot be removed by tools normally used in the industry, the Owner should be consulted immediately. The Owner and the Contractor should discuss whether to cancel the work on that segmentation or negotiate a flat rate or hourly rate for the Contractor to do the work.

G. Lateral Cuts

1. Removing protruding laterals, excludes DIP, SP, CAS etc.
2. The Owner shall determine when break-in service connections will require grinding based on his review of the initial survey television inspection. The Contractor shall cut/grind the protruding service connection by using a remote grinding/cutting device capable of removing, concrete, vitrified clay, PVC and other types of pipe material. The device shall be specifically designed to cut/grind protruding service connections. The Contractor shall

use remote CCTV equipment to monitor the progress of the work and ensure that the service connection is not damaged.

3. The protruding break-in service connection shall be cut/ground flush to the main sewer pipe without scouring or damaging the main sewer or service connection. All cuttings must be screened, collected, and removed from the sewer for proper disposal.
4. During the final survey television inspection, the Contractor shall slowly pan the entire circumference of the trimmed connection to verify the quality of the work.
5. The Contractor shall immediately notify the Owner if he believes that the pipe is not structurally sound. The Contractor and Owner shall discuss the severity and risk of cutting/grinding the lateral. The Owner shall then determine, if they want the lateral cut/ground, at the Owners risk, or if the work should not be performed on this contract.
6. If other than typical lateral materials are encountered, the Contractor shall notify the Owner and the Owner and Contractor should discuss the ability, costs and risks associated with cutting/grinding the lateral. The Owner shall decide, whether to cut/grind the lateral or to not cut/grind the lateral. If the Owner decides to cut/grind the lateral, the price should be negotiated between the Owner and Contractor, prior to cutting/grinding the lateral.

H. Debris Records

1. The Contractor shall keep records of types of debris, removed from each segment of pipe and provide these records to Owner in the format requested by Owner.

I. Final Survey Television Inspection

1. As in the initial survey television inspection pay item, CCTV inspections will be conducted entirely in digital format.
2. All CCTV work shall conform to the most current NASSCO PACP standards. The documentation of the work shall consist of NASSCO PACP CCTV Reports, Unmodified NASSCO PACP database, logs, electronic reports, etc. noting defects and observations encountered during the inspection.

1.5 LIABILITIES AND ASSUMPTIONS

A. Liability and Assumptions

In order to minimize and appropriately allocate costs and risks, it is in the best interest of all contracted parties (Owner and Contractor) and prospective parties (i.e. Bidders) to understand thoroughly the risks associated with any particular project. For that reason we will define herein, what is standard practice in the procurement and completion of sewer cleaning and inspection so that everyone involved can effectively assess their obligations, risks, and duties.

B. Assumptions

It is reasonable and customary to assume the following, unless otherwise detailed in writing:

1. The Owner has provided the Parties (Contractor and/or Bidders), in writing, with all of the information that the Owners possess that would allow the Parties to accurately and fully assess the entire scope of the project.
2. The Owner possesses or has contracted the services of a person or entity who possesses the knowledge, expertise and experience to fully understand the scope of the service for which they are attempting to contract with the Parties.
3. The Parties are knowledgeable, capable and legally authorized to contract for the services in question.
4. The infrastructure for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Parties equipment or personnel, unless otherwise described by the Owner in writing.

C. Liabilities

Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms. The Owner reserves the right to re-bid such work if it results in a substantial increase in cost by more than 5% of the total project.

D. Notification

1. If observed defects are believed to be such that further cleaning operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor must provide written communication to the Owner's designee of the observed condition(s) and reason to believe that continued cleaning operations may cause substantial damage. The Owner will then direct the Contractor as to what services, precautions, etc., the Owner will require of the Contractor. If the contract documents do not address this potential, then the Owner and Contractor will negotiate in good faith, the conditions under which the work is to continue or cease to continue.
2. This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse cleaning areas that were previously documented in these documents or by prior written communication with the Owner.

1.6 SUBMITTALS

- A. All submittals are due as scheduled. Work will not proceed until all submittals are received and approved. The project manager reserves the right to adjust the due dates of the submittals based on Contractor performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error

shall be re-performed and corrected at the Contractor's expense.

B. Submittals Required with Bid Documents include:

1. List of references per Part 2 Section 7.
2. Documentation of Certification of PACP Software

C. Liability Insurance

1. The Contractor's commercial general liability limits must be not less than \$1,000,000, each occurrence, subject to general aggregate of \$1,000,000, and include pesticide or herbicide applicator coverage.
2. Liability Insurance. Seven (7) days prior to the pre-construction meeting, the Contractor shall submit written evidence that he has obtained pollution liability coverage; limits must be not less than \$1,000,000 combined single limit each occurrence/aggregate. In addition, the Contractor's commercial general liability limits must be not less than \$1,000,000, each occurrence, subject to general aggregate of \$1,000,000, and include pesticide or herbicide applicator coverage. The Owner shall be named as an additional insured with respect to General Liability.

D. Submittals required of the Successful Bidder seven (7) days prior to the Pre-construction Meeting:

1. Name of the project supervisor and resumes.
2. Documentation of NASSCO PACP certification for all CCTV operators, database and software.
3. Site Safety Plan. A complete generic site safety plan must be submitted one week prior to the pre-construction meeting. Work will not begin until an approved site safety plan is in place.
4. Sample inspection CCTV data and video or data from other approved inspection method.

E. Submittals Required for the Pre-construction Meeting:

1. An initial comprehensive schedule of work, see Part 4, Paragraph D (To be approved by the Owner)
2. Management Organization: Provide an organization chart depicting the essential organizational elements and senior personnel of the proposed Contractor and the functions and interrelationships of the personnel proposed to provide technical support, project management and supervision for this project. Provide succinct resumes of the personnel proposed to provide technical support and project management for this project. The

personnel designated in the management summary for essential positions shall not be changed except with the permission of Owner. The Owner will only approve such a change when, in its opinion, the substitute personnel have equal or greater qualifications and experience to those intended to be replaced.

3. Proof that Contractor is an approved/bonded Contractor with the Owner.

F. Submittals Required One Week Prior to Any Cleaning & Televising Work:

1. Site specific site safety plan addenda.
2. Entry releases, if applicable

G. Weekly Submittals

1. Detailed updates to the work schedule will be provided to the project manager no later than 1:00 p.m. on the Friday preceding the next week's cleaning and televising work.
2. DVDs, logs, and / or electronic worksheets submitted 7 days prior to work). All field paperwork must be submitted before the Contractor's invoice will be processed for payment.
3. Corrections to punch list items as required by the project manager to fulfill the requirements of this specification.

H. Final Submittals Prior to Payment

1. Corrections to punch list items as required by the Owner to fulfill the requirements of this specification.

PART 2 SPECIAL PROVISIONS

2.1 OWNER RIGHTS

- A. The Owner reserves the right to stop the work when, in the project manager's judgment, the Contractor's work or activities are threatening the health and safety of the public or endangering the environment or endangering the waters of the state. Work shall not proceed until a satisfactory resolution has been achieved, as determined in the sole and unfettered opinion of the Owner.
- B. The Contractor or Subcontractor shall not perform any work which is not specifically identified in the work schedule unless approved by the Owner. Notification of such work must be received no later than 8:00 a.m. on the day the work is to be performed. A list of persons available to be notified will be given at the pre-construction meeting.

2.2 EMERGENCY RESPONSE

- A. The Contractor shall provide a telephone number to the Owner. This number is intended for the project manager's use in contacting the evening/weekend/holiday emergency work crew for emergencies resulting from the Contractor's actions or lack thereof during this project. This crew shall be responsible for contacting the Owner within one-half hour after the first verbal or electronic notification. If the Contractor's crew has not responded to the site of the emergency within one hour of the first summons, verbal or electronic, the Owner will make all necessary repairs and bill the Contractor for all work performed. Costs related to the emergency response will be incidental to the contract and not measured for payment.

2.3 WORKING HOURS

- A. The Contractor must complete all work such that no homeowner is without sewer service, unless otherwise directed by the Owner. Local noise ordinances or agencies having control over roadway closures may control starting or stopping operations. Prior to starting operations, the Contractor shall advise the Owner of the restrictions imposed by the local agencies.
- B. No work will be allowed on weekends or holidays except at the discretion of the Owner.

2.4 DECREASE/INCREASE IN SERVICE AND STOP WORK DUE TO INCLEMENT WEATHER

- A. The Owner, at its option, may increase or decrease any or all service requirements provided for under this contract. The Owner further reserves the right to suspend or stop the performance of any or all of the work of this contract due to inclement weather conditions.

2.5 PRE-CONSTRUCTION MEETING

- A. Following award of the contract and before starting any work the Contractor, job superintendent/project manager, and crew leader shall meet with the Owner. The Contractor will be notified of the date, time, and place of the meeting.
- B. Attendance:
 - 1. Owner
 - 2. Owners Inspector
 - 3. Engineer
 - 4. Contractor's Representative
 - 5. Contractor's Superintendent
 - 6. Major Subcontractors
 - 7. Major Suppliers
 - 8. Others, as appropriate
- C. Agenda:
 - 1. Distribution and discussion of:

- a. List of Major Subcontractors and Suppliers.
 - b. Projected Construction Schedules.
- 2. Critical Work Sequencing.
- 3. Major Equipment Deliveries and Priorities.
- 4. Project Coordination.
 - a. Designation of Responsible Personnel.
- 5. Procedures and processing of:
 - a. Field decisions.
 - b. Requests for Information.
 - c. Submittals.
 - d. Deliverables
 - e. Change Orders.
 - f. Applications for Payment.
- 6. Procedures for maintaining Record Documents.
- 7. Use of Premises:
 - a. Office, Work and Storage Areas.
 - b. Owner's Requirements.
- 8. Construction Facilities, Controls and Construction Aids.
- 9. Procedures for Reporting Sanitary Sewer Overflows (SSOs).
- 10. Temporary Utilities.

2.2 CLOSE-OUT PROCEDURES

- A. Progress Meetings: Project closeout will be completed in phases by project. The Owner will hold progress meetings at predetermined intervals, or as determined necessary by the Owner. Items covered in the meetings include the following:
 - 1. Punch List: This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the Owner. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the Owner.
 - 2. Reports and Submittals: Final reports, post-tapes and other submittals previously described will be finalized and submitted.
 - 3. Review of the status of pay estimates.
 - 4. Issue project worksheets, as necessary.
 - 5. Work scheduling issues.

2.3 PRE-QUALIFICATIONS

- A. The successful low bidder must have an onsite field supervisor with a minimum five (5) years of experience specializing in the cleaning and televising of sewers. A foreman for each crew performing cleaning and television inspection with a minimum of five years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of two references that can be used to verify this experience. The references must be contract

managers or persons of authority over cleaning and televising work performed by the Contractor.

1. The Contractor shall also provide 3 similar projects with cleaning and inspection equipment as proposed for this project.
2. The Contractor must have foreman or supervisors meeting all pre-qualifications for the duration of the contract.

B. PACP Requirements

1. Current NASSCO PACP certification of all CCTV operators, working on this project, will be required for all CCTV work.
2. Database shall be an unmodified NASSCO-PACP (Current Version) Certified Access Database.
3. CCTV Software shall be NASSCO-PACP (Current Version) certified.
4. CCTV inspections (Video and Data Collected) will be conducted entirely in electronic format

PART 3 GENERAL PROVISIONS

3.1 MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of the roads. The Contractor will be responsible for obtaining all permits required for maintenance of traffic.
- B. The Contractor shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Contractor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways." All traffic control devices must be in place prior to starting work.
- C. The cost of all traffic control devices shall not be paid separately, but shall be included in the other prices/items in the contract.
- D. The Contractor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property owners. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the Owner.
- E. The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- F. The Contractor shall hold harmless the Owner and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person

or persons or property in the performance of this contract.

- G. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.
- H. The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

3.2 EXISTING UTILITIES

- A. The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
- B. If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Owners of underground utilities, which are members of the state's one call service, can be notified by calling the one call service. Non-member underground utility owners must be called directly.
- C. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
- D. All existing storm sewers, driveway drains, surface drain pipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the Owner at no additional cost to the Owner.

3.3 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the Contractor to make timely requests of the Owner for supplemental information, which should be furnished by Owner under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- B. Each request shall be in writing, and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the Owner may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

3.4 USE OF PREMISES

- A. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the Owner to do so. A copy of such written permission shall be furnished to the Owner prior to accessing the site.
- B. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- C. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
- D. The Contractor shall, at no additional expense, restore such property to the full satisfaction of the Owner and shall obtain from the Owner a written release stating that restoration has been satisfactorily made. A copy of the completed written release shall be furnished to the Owner prior to payment.
- E. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the Owner.
- F. The Contractor shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

3.5 PROTECTION OF TREES

- A. The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be painted with approved tree paint immediately. The Contractor, at no additional expense, shall remove any trees damaged beyond saving, and make restitution to the Owner (public or private).

3.6 FENCING

- A. Any fences, including hedge and shrubs that need to be removed to facilitate the work shall be replaced in kind or with repairs satisfactory to the Owner, at the Contractor's expense. Replacement of fences, hedges, and shrubs shall be considered incidental to the contract and not measured for payment.

3.7 RESTORATION

- A. All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
- B. Pavement restoration, if necessary, shall conform to the Owner's specifications. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
- C. The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
- D. The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
- E. Driveways shall be restored in accordance with the Owner's specifications depending upon who has jurisdiction for the driveway.
- F. All disturbed areas shall be restored as nearly as possible to their original condition.
- G. All restoration shall be completed in strict accordance with the appropriate items of the specifications as directed by the Owner.
- H. The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
- I. The restoration of sod areas and driveways shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the Owner.

3.8 CLEANUP

- A. The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

3.9 PROPERTY DAMAGE

- A. The Contractor will be required to make repairs and/or clean the property immediately if there is any damage to private or public property caused by activities related to this contract.
- B. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer segment that is being cleaned or televised.

3.10 ACCESS TO MUNICIPAL WATER SUPPLIES

- A. The Contractor will be required to rent a hydrant meter from the Owner for access to the municipal water supply.
- B. The cost of water should not be billed separately, but shall be included in the other prices/items in the contract.

PART 4 EXECUTION

4.1 GENERAL

- A. The Contractor shall furnish and maintain, in good condition, all cleaning and televising equipment necessary for proper execution of the work.
- B. Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any surge in flow and prevent any SSOs due to obstruction caused by cleaning or CCTV equipment.
- C. Retrieval of Materials and Equipment: It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the sewer from cleaning, television inspection, or point repair excavations.
- D. Work Schedule. This schedule shall outline the sequence in which the Contractor proposes to conduct his operations and shall be approved by the Owner before work is started. The Contractor shall use a time-scaled logic diagram format. The level of detail of activities shall provide clear, concise communication of the plan of work. At a minimum, activities showing initial mobilization, start-up, cleaning and televising, and any resultant point repairs shall be included.
- E. Original and updated schedules must be provided to the Owner in writing on appropriately sized single sheets. A color print will be required in order to distinguish different types of activities from one another. The software used for producing the schedules must have the capability to tailor the form and format of schedules, and accompanying reports, to the Owner's requirements.
- F. The Owner may require additional updates to the schedule as changes occur. These additional updates will be submitted to the project manager within 24 hours of the request. Changes to the schedule are subject to approval of the Owner.

4.2 SEWER CLEANING AND GRINDING OF SERVICE CONNECTIONS

- A. The Contractor shall provide equipment that is specifically designed and constructed for sewer cleaning. Solids and debris resulting from the cleaning operation shall be collected

and removed from the downstream manhole and disposed of at a site selected by the Owner and approved by appropriate jurisdictional personnel. Under no circumstances shall sewage solids be dumped onto the surface, street, or into ditches, inlets, or storm drains.

- B. The Contractor shall use the manufacturer's recommended size tools for the various size pipes. Equipment recommended by the manufacturer to protect the manhole and pipe, such as pull-in slant jack rollers and roller and yoke assembly, roller manhole jacks, etc. shall be utilized.
- C. The Contractor shall dispose of all sanitary debris and material at a location to be provided and directed by the Owner. The Contractor shall not be reimbursed for disposal costs.
- D. The Contractor is required to submit documentation of the work that is performed and the type of debris removed, as well as landfill permits and disposal documentation.
- E. The Contractor shall have a CCTV camera in the sewer, during all cleaning operations to include: Lateral Cut and Deposit Cut. The camera shall be used for the Contractor's verification that the cleaning equipment is not damaging the public sewer. No submittal is required for this item and the cost for monitoring the cleaning equipment operation shall be included in the associated unit cost for the cleaning item. This in no way waives the Contractor's responsibility for damaging the sewer but is intended to bring the resulting damage to the Contractor's attention so that the operation can be stopped in a timely manner.

4.3 TELEVISION INSPECTION AND COMPUTERIZED EQUIPMENT

- A. The Contractor shall use a color pan, tilt and zoom, camera or a digital side scanning camera (panoramic) specifically designed and constructed for sewer inspection. Each sewer to be televised shall be suitably isolated to eliminate or control flow during video inspection or panoramic inspection to allow for the entire circumference of the pipe to be viewed. Lighting for the camera or panoramic scanning camera shall provide a clear picture of the entire periphery of the existing sewer. The pan, tilt, zoom camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a panoramic view inspection system, pausing and panning is not necessary during the inspection and can be used by the Owner if the image clearly depicts the inside of the lateral for post processing of the scans. Images of both manholes of each segment shall also be provided on each CCTV report to document their condition from the casting to the invert. All service connections that have cracked or defective pipe, roots, and/or grease shall be dye tested during the video inspection or after the panoramic inspection utilizing a pan, tilt, zoom camera. Addresses for all service connections dye tested will be noted. The address of each investigation shall be clearly noted on each CCTV report. Provide monitoring and video recording of the televised sewer inspection, locating each sewer service connection entering the sewer. If a blockage cannot be removed and hampers the televising of the sewer in one direction, then the Contractor shall attempt to complete the segment by televising from the other manhole to complete the segment. This reversal must immediately follow the initial direction on the same report. The Contractor must immediately report the obstruction to the Owner. Perform all CCTV inspections in accordance with NASSCO's

Pipeline Assessment Certification Program (PACP). CCTV inspections will be conducted entirely in digital format. The entire pan, tilt, and zoom inspection survey shall be recorded in MPEG-1 format written in a digital format (ex. DVD, Hard Drive) and submitted with digital links to the survey. All panoramic side scanning inspection survey shall be recorded in an acceptable panoramic format and submitted with digital links to the survey. All cleaning and television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to end of pipe. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.

- B. CCTV Reports, logs, electronic reports, and worksheets must include the following information and conform to the applicable guidelines:
 - 1. CCTV Reports, NASSCO PACP Certified Database and electronic worksheets must accompany all inspection work.
 - 2. Cleaning Reports: All cleaning work must be documented, as specified by the Owner.
 - 3. All Owner and NASSCO PACP required header information must be fully and accurately entered on all CCTV reports. See Header Field Checklist for mandatory and required Header Fields.

PART 5 PAYMENT FOR WORK

5.1 MEASUREMENT AND PAYMENT

- A. Cleaning of sewers will be measured for payment by the linear foot of the various diameters of sewer actually cleaned and verified through television inspection. In cases where the sewer is entirely inspected manhole-to-manhole, payments will be based on the measured linear footage between manholes along the existing sewer centerline from the center of the manhole at the unit price submitted on the unit price page.
- B. Lateral Cuts will be calculated for payment based on multiplying the number of laterals satisfactorily completed and meeting the specification governing final acceptance, by the bid unit price for each.
- C. All invoicing will be by sewer segment and payment and will not be made until all work; including punch list items (rework and additional work) are completed for each sewer segment. Any invoice for sewer segments that are not complete will not be accepted by the Owner.
- D. The following items of work will not be measured for payment but the cost thereof will be considered as incidental to the contract:
 - 1. Data entry, computerized equipment, software, and hardware to submit the required electronic submittals, including the DVDs, records, and logs.
 - 2. Completion of all electronic forms.
 - 3. Removal and disposal of debris.
 - 4. Photographic equipment and supplies used to show sewer pipe and manhole defects.

5. Bypass pumping and flow control where required by the Contractor to perform his or her work.
 6. Providing temporary and final paving at any proposed excavations.
 7. Providing temporary and final restoration of grass areas.
 8. Emergency after hours response.
 9. Re-televising and re-cleaning following a point repair completed by the Contractor.
 10. Demobilization and mobilization because of suspension of work.
 11. Updates to the schedule as required by the Owner.
 12. Right of entry access to private property.
 13. Dye testing of service connections in order to meet the CCTV specification.
- E. In order for the Owner to properly and accurately track costs of the contract, the Contractor shall submit the final invoice on each project within 30 days after the completion of the project.
- F. Performance and Payment Bond: The bond securing the performance of the contract shall be effective for the full maximum period of the contract including the optional renewal period(s) specified. The bond amount indicated shall be deemed adequate surety for the initial and optional renewal periods. The cost of performance surety shall be treated as an overhead expense and shall be included in the bid amounts. The Owner shall not pay the cost of surety as a direct bill item.

****END OF SECTION****

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SECTION 02000
SANITARY SEWER PIPE CONDITION ASSESSMENT USING CCTV

PART 1 GENERAL

1.1 SCOPE OF SERVICES AND WORK PHASING

- A. The purpose of this bid is to obtain competitive unit prices for all labor, material, and equipment necessary to inspect via closed-circuit television (CCTV) existing sewers. The work includes remote televising and recording of the sewer. All project locations will be within the Owner's service area.
- B. The work to be completed on each section of sewer will be performed in phases as defined in the following:

1. Phase 1: Inspection.

- a. Sewer sections shall be inspected by means of remote CCTV. If a blockage hampers the inspection of the sewer in one direction, then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section. The Contractor must immediately report the obstruction to the Owner or his representative (hereinafter referred to as "Owner"). All CCTV work shall conform to Current NASSCO-PACP standards.
- b. CCTV inspections will be delivered entirely in electronic format.
1. All PACP Header information shall be completed in accordance with PACP Guidelines. In addition to mandatory Header fields, additional fields are required as noted on the attached Header Field Matrix.
 2. The documentation of the work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, and deposits, but should not, at any time, be faster than 30 feet per minute, except as noted otherwise in this document.
 3. The camera must be centered in the pipe to provide accurate distance measurements to provide locations of features in the sewer and these footage measurements shall be displayed and documented on the video. All PACP Observations shall be identified by audio and on PACP log. All video must be continuously metered from manhole. The pipe should be clean enough to ensure all defects, features and observations are seen and logged. If cleaning is required, see Section 01000 – Sanitary Sewer Pipe Cleaning.

- C. The Contractor shall furnish all labor, components, materials, tools, and appurtenances necessary for the performance and completion of the contract.
- D. Award of the contract will be determined through an evaluation of bids and in the best interest of the Owner.
- E. The Contractor will be held fully liable for any damages incurred that are caused by his or her negligence.
- F. Patents, Trade Secrets, and Copyrights: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others. The Contractor shall indemnify and hold harmless the Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights, trade secret protection rights, or copyright incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

1.2 OWNER

This contract will be administered and performed under the direction and inspection of the Owner or his designated representative. Questions pertaining to this contract, before and after award, should be directed to the Owner at 912-261-7108 and aburroughs@bgjwsc.org.

1.3 TIME OF PERFORMANCE, SCHEDULING AND LIQUIDATED DAMAGES

- A. Upon award of the contract, the Contractor shall CCTV at least three (3) segments or 1,000 feet of pipe and submit the data to the Owner to verify that the CCTV database is compatible with the Owner's PACP Database, and the deliverables are acceptable to the Owner. The Owner shall verify acceptability of the deliverables within five (5) business days of receipt. After the Owner verifies compatibility of the inspection deliverables including the database, the Owner shall then issue to the Contractor a written "Notice to Proceed" including a date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" (but no later than 10 calendar days after receipt) with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.
- B. It is understood that the bidder may have other contracts with the Owner during the period of this contract. By bidding this work, the bidder is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his

approved schedule.

1.4 COMPLIANCE AND ACCEPTANCE

- A. Compliance with this contract shall be complete when all conditions set forth in these specifications have been met. The following defines each work item, the level of effort, and quality of work that will be necessary to meet the intent of this specification.
- B. Television Inspection
 - 1. As in the initial survey television inspection pay item, CCTV inspections will be delivered entirely in electronic format.
 - 2. All CCTV work shall conform to the most current NASSCO PACP standards. The documentation of the work shall consist of NASSCO PACP CCTV Reports, NASSCO PACP database, logs, electronic reports, etc. noting defects and observations encountered during the inspection.

1.5 LIABILITIES AND ASSUMPTIONS

A. Liability and Assumptions

In order to minimize and appropriately allocate costs and risks, it is in the best interest of all contracted parties (Owner and Contractor) and prospective parties (i.e. Bidders) to understand thoroughly the risks associated with any particular project. For that reason we will define herein, what is standard practice in the procurement and completion of sewer cleaning and inspection so that everyone involved can effectively assess their obligations, risks and duties. Liability for removal of equipment that becomes stuck in the sewer should be discussed in the contract.

- 1. Negligence Caused – Contractor
- 2. Owner Decision to proceed after concerns raised – Owner
- 3. Unforeseen Hazard (I.E. hole in pipe under flow line and not visible) – To be discussed in advance to mutually agree upon liability based on the CCTV leading up to the hazard.

B. Assumptions

- 1. It is reasonable and customary to assume the following, unless otherwise detailed in writing:
 - a. The Owner has provided the Parties (Contractor and/or Bidders), in writing, with all of the information that the Owners possess that would allow the Parties to accurately and fully assess the entire scope of the project.
 - b. The Owner possesses or has contracted the services of a person or entity who possesses the knowledge, expertise and experience to fully understand the scope of the service for which they are attempting to contract with the Parties.

- c. The Parties are knowledgeable, capable and legally authorized to contract for the services in question.
- d. The infrastructure for which the services are requested are in suitable condition to allow for the activities which are usual and customary for the services requested without undue risk to the Parties equipment or personnel, unless otherwise described by the Owner in writing.

C. Liabilities

Should it be found during initial investigation and/or during the course of performance that conditions are different than those which are typical and customary and outside of the assumptions listed above, the Contractor may negotiate a reasonable change in terms. If the Owner and the Contractor cannot agree on a change in terms, the Owner reserves the right to re-bid or cancel such work.

D. Notification

- 1. If observed defects are believed to be such that further operations may compromise the structural integrity and/or cause the pipe to become unusable, the Contractor must provide written communication to the Owner's designee of the observed condition(s) and reason to believe that continued operations may cause substantial damage. The Owner will then direct the Contractor as to what services, precautions, etc., the Owner will require of the Contractor. If the contract documents do not address this potential, then the Owner and Contractor will negotiate in good faith, the conditions under which the work is to continue or cease to continue.
- 2. This exception may only be used to prevent asset damage and shall not be used to eliminate difficult or adverse areas that were previously documented in these documents or by prior written communication with the Owner.

1.6 SUBMITTALS

- A. All submittals are due as scheduled. Work will not proceed until all submittals are received and approved. The Owner reserves the right to adjust the due dates of the submittals based on Contractor performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error shall be re-performed and corrected at the Contractor's expense.
- B. Submittals Required with Bid Documents include:
 - 1. List of references per Part II Section 7
 - 2. Documentation of Certification of PACP Software
- C. Liability Insurance
 - 1. The Contractor's commercial general liability limits must be not less than \$1,000,000, each

occurrence, subject to general aggregate of \$1,000,000.

2. Liability Insurance. Seven (7) days prior to the pre-construction meeting, the Contractor shall submit written evidence that it has obtained commercial general liability limits must be not less than \$1,000,000 combined single limit each occurrence/aggregate. Owner shall be named as an additional insured with respect to General Liability, and shall identify additional insured parties, such as the General Contractor, as applicable, with respect to General Liabilities.

D. Submittals required of the Successful Bidder seven (7) days prior to the Pre- construction Meeting

1. Name of the project supervisor and resumes
2. Documentation of NASSCO PACP certification for all CCTV operators, database and software
3. Site Safety Plan. A complete site safety plan, specific for the project, must be submitted one week prior to the pre-construction meeting. Work will not begin until an approved site safety plan is in place
4. Sample inspection CCTV data and video or data from other approved inspection method

E. Submittals Required for the Pre-construction Meeting

1. An initial comprehensive schedule of work, see Part IV, Paragraph D (To be approved by the Owner)
2. Management Organization: Provide an organization chart depicting the essential organizational elements and senior personnel of the proposed Contractor and the functions and interrelationships of the personnel proposed to provide technical support, project management and supervision for this project. Provide succinct resumes of the personnel proposed to provide technical support and project management for this project. The personnel designated in the management summary for essential positions shall not be changed except with the permission of Owner. The Owner will only approve such a change when, in its opinion, the substitute personnel have equal or greater qualifications and experience to those intended to be replaced
3. Proof that Contractor is an approved/bonded Contractor with the Owner

F. Submittals Required One Week Prior to Any Cleaning & Televising Work

1. Site specific site safety plan addenda
2. Entry releases, if applicable

G. Weekly Submittals

1. Detailed updates to the work schedule will be provided to the Owner no later than 1:00

p.m. on the Friday preceding the next week's cleaning and televising work

2. Electronic data and video/scan submittals, logs, and / or electronic worksheets submitted seven (7) days prior to work. All field paperwork must be submitted before the Contractor's invoice will be processed for payment
3. Corrections to punch list items as required by the Owner to fulfill the requirements of this specification

H. Final Submittals Prior to Payment

1. Corrections to punch list items as required by the Owner to fulfill the requirements of this specification

PART 2 SPECIAL PROVISIONS

2.1 OWNER RIGHTS

- A. The Owner reserves the right to stop the work when in the Owner's judgment the Contractor's work or activities are threatening the health and safety of the public or endangering the environment or endangering the waters of the state. Work shall not proceed until a satisfactory resolution has been achieved, according to the Owner.
- B. No Contractor or Subcontractor will perform any work not specifically identified in the work schedule unless approved by the Owner. Notification of such work must be received no later than 8:00 a.m. on the day the work is to be performed. A list of persons available to be notified will be given at the pre-construction meeting.

2.2 EMERGENCY RESPONSE

The Contractor shall provide direct contact information to the Owner. These numbers are intended for the Owner's use in contacting the evening/weekend/holiday emergency work crew for emergencies resulting from the Contractor's actions or lack thereof during this project. This crew shall be responsible for contacting the Owner within one-half hour after the first verbal and electronic notification. If the Contractor's crew has not responded to the site of the emergency within one hour of the first contact, verbal and electronic, the Owner will make all necessary repairs and bill the Contractor for all work performed. Costs related to the emergency response will be incidental to the contract and not measured for payment.

2.3 WORKING HOURS

- A. The Contractor must complete all work such that no homeowner is without sewer service, unless otherwise directed by the Owner. Local noise ordinances or agencies having control over roadway closures may control starting or stopping operations. Prior to starting operations, the Contractor shall advise the Owner of the restrictions imposed by the local agencies.
- B. The Contractor may be required to work days, nights or weekends to achieve the lowest depth

flows in the sewer pipes and not conflict with public events.

C. No work will be allowed on weekends or holidays except at the discretion of the Owner.

2.4 DECREASE/INCREASE IN SERVICE AND STOP WORK DUE TO INCLEMENT WEATHER

The Owner, at its option, may increase or decrease any or all service requirements provided for under this contract. The Owner further reserves the right to suspend or stop the performance of any or all of the work of this contract due to inclement weather conditions.

2.5 PRE-CONSTRUCTION MEETING

A. Following award of the contract and before starting any work the Contractor, Job Superintendent/Project Manager, and Crew Leader shall meet with the Owner. The Contractor will be notified of the date, time, and place of the meeting.

B. Attendance:

1. Owner
2. Owner's Inspector
3. Engineer
4. Contractor's Representative(s)
5. Major Subcontractors
6. Major Suppliers
7. Others, as appropriate

C. Agenda:

1. Distribution and Discussion
 - a. List of major Subcontractors and Suppliers
 - b. Projected Construction Schedules
2. Critical Work Sequencing
3. Major Equipment Deliveries and Priorities
4. Project Coordination
 - a. Designation of responsible personnel
5. Procedures and Processing
 - a. Field decisions
 - b. Requests for Information
 - c. Submittals
 - d. Deliverables
6. Change Orders
 - a. Applications for Payment
7. Procedures for Maintaining Record Documents

8. Use of Premises
 - b. Office, work and storage areas
 - c. Owner's requirements
9. Construction Facilities, Controls and Construction Aids
10. Procedures for reporting Sanitary Sewer Overflows (SSOs)
11. Temporary Utilities

2.6 CLOSE-OUT PROCEDURES

Progress Meetings: Project closeout will be completed in phases by project. The Owner will hold progress meetings at predetermined intervals, or as determined necessary by the Owner. Items covered in the meetings include the following.

1. Punch List: This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address these items within 7 calendar days or as specified by the Owner. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the Owner.
2. Reports and Submittals: Final reports, post-tapes and other submittals previously described will be finalized and submitted.
3. Review of the status of pay estimates.
4. Issue project worksheets, as necessary.
5. Work scheduling issues.

2.7 PRE-QUALIFICATIONS

- A. The successful bidder must have an onsite field supervisor with a minimum three (3) years of experience specializing in the televising of sewers. A foreman for each crew performing television inspection with a minimum of five years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of two references that can be used to verify this experience. The references must be contract managers or persons of authority over cleaning and televising work performed by the Contractor.
 1. The Contractor shall also provide five (5) similar projects with inspection equipment as proposed for this project.
 2. The Contractor must have foreman or supervisors meeting all pre-qualifications for the duration of the contract.
- B. PACP Requirements

1. Current NASSCO PACP certification of all CCTV operators, working on this project, will be required for all CCTV work.
2. Database shall be an NASSCO-PACP (Current Version) Certified Access Database.
3. CCTV Software shall be NASSCO-PACP (Current Version) certified.
4. CCTV inspections (Video and Data Collected) will be delivered entirely in digital format.

PART 3 GENERAL PROVISIONS

3.1 MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of the roads. The Contractor will be responsible for obtaining all permits required for maintenance of traffic.
- B. The Contractor shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual of Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Contractor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways," and other applicable regulations. All traffic control devices must be in place prior to starting work.
- C. The cost of all traffic control devices shall not be paid separately, but shall be included in the other price items in the contract.
- D. The Contractor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property Owners. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the Owner.
- E. The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- F. The Contractor shall hold harmless the Owner and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.
- G. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.

- H. The cost of maintenance of traffic shall be incidental to the contract and not measured for payment.

3.2 EXISTING UTILITIES

- A. The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
- B. If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures which are affected and not shown on these plans. Owners of underground utilities, which are members of the state's one call service, can be notified by calling. Non-member underground utility Owners must be called directly.
- C. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
- D. All existing storm sewers, driveway drains, surface drain pipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the Owner at no additional cost to the Owner.

3.3 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the Contractor to make timely requests of the Owner for supplemental information, which should be furnished by the Owner under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- B. Each request shall be in writing, and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the Owner may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

3.4 USE OF PREMISES

- A. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property Owner and/or Owner or Prime Contractor as appropriate to do so. A copy of such written permission shall be furnished to the Owner prior to accessing the site.

- B. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- C. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition. The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the system Owner. The Contractor must take photographs and/or videos of existing properties prior to disturbance of each property, and make a copy available to the system Owner.
- D. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the Owner.
- E. The Contractor shall ensure all employees have a badge or visible identification during any time that they are on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

3.5 PROTECTION OF TREES

The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving, and make restitution to the Owner (public or private).

3.6 FENCING

Any fences, including hedge and shrubs, that need to be removed to facilitate the work shall be replaced, in kind or with repairs satisfactory to the Owner, at the Contractor's expense. Replacement of fences, hedges, and shrubs shall be considered incidental to the contract and not measured for payment.

3.7 RESTORATION

- A. All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
- B. Pavement restoration, if necessary, shall conform to the Owner's regulations, or the Owner's Specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street restoration jurisdiction.
- C. The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.

- D. The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
- E. Driveways shall be restored in accordance with Owner's regulations, or the Owner's Specifications depending upon who has jurisdiction for the driveway.
- F. All disturbed areas shall be restored as nearly as possible to their original condition.
- G. All restoration shall be completed in strict accordance with the appropriate items of the specifications as directed by the Owner.
- H. The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
- I. Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the Owner.

3.8 CLEANUP

The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

3.9 PROPERTY DAMAGE

- A. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned or televised.
- B. The Contractor will be required to notify the Owner immediately if he causes any damage to private or public property caused by activities related to this contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the Owner.

3.10 ACCESS TO MUNICIPAL WATER SUPPLIES

- A. The Contractor will be required to rent a hydrant meter from the Owner for access to the municipal water supply. Please contact JWSC Meter Services Manager Kalem Head at 912-261-7103 to rent a hydrant meter. An initial deposit of \$2,000 which will be refunded when the project is completed and the meter returned to JWSC.
- B. The cost of water should not be billed separately, but shall be included in the other prices/items in the contract.

PART 4 EXECUTION

4.1 GENERAL

- A. The Contractor shall furnish and maintain, in good condition, all cleaning and televising equipment necessary for proper execution of the work.
- B. Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage ditches and prevent any backwater flooding due to obstruction caused by cleaning or CCTV equipment.
- C. Retrieval of Materials and Equipment: It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the sewer from cleaning, television inspection, or point repair excavations.
- D. Work Schedule. This schedule shall outline the sequence in which the Contractor proposes to conduct his operations and shall be approved by the Owner before work is started. The Contractor shall use a time-scaled logic diagram format. The level of detail of activities shall provide clear, concise communication of the plan of work. At a minimum, activities showing initial mobilization, start-up, cleaning and televising, and any resultant point repairs shall be included.
- E. Original and updated schedules must be provided to the Owner in writing. The software used for producing the schedules must have the capability to tailor the form and format of schedules, and accompanying reports, to the Owner's requirements.
- F. The Owner may require additional updates to the schedule as changes occur. These additional updates will be submitted to the Owner within 24 hours of the request. Changes to the schedule are subject to approval of the Owner.

4.2 TELEVISION INSPECTION AND COMPUTERIZED EQUIPMENT

- A. The Contractor shall use a color pan and tilt camera or a side wall scanning (panoramic) camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be suitably isolated to control flow during the inspection. The Contractor shall provide a recording of the televised sewer inspection, locating each sewer service connection entering the sewer.
- B. Lighting for the pan and tilt camera or side wall scanning camera shall provide a clear picture of the entire periphery of the existing sewer.
- C. The pan and tilt camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly

depicts the inside of the lateral for post processing. If a blockage cannot be removed and hampers the televising of the sewer in one direction then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section, this reversal should immediately follow the initial direction. The Contractor must immediately report the obstruction to the Owner.

- D. Side wall scanning inspection systems are imaging cameras that are capable of a continuous 360 degree image capture of the wall of the pipeline being inspected. These systems may have one or multiple cameras to capture the complete interior view of the pipeline. Due to the high resolution of the image quality, the inspections may be conducted at a higher speed than color pan and tilt CCTV method. Once the pipeline inspections are completed, the captured images can be linked with a companion software package that allows for identifying and coding defects and features in the pipeline. Typically these systems provide a fold flat view and a perspective view (typical of CCTV) of the pipeline.
- E. If the image quality is not adequate for post-inspection coding, the Contractor shall be required to repeat the survey at the Contractor's expense.
- F. The Contractor shall perform all CCTV inspections in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections will be delivered entirely in electronic format. The entire survey shall be recorded in an approved electronic format submitted with electronic links between the data and the video. All television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to end of pipe. All Owner and PACP required header information must be fully and accurately entered on all CCTV reports. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.
- G. The Contractor shall provide a PACP certified operator on site at all times during the entire survey. If video is to be coded separately from the actual recording, both the onsite Operator and the individual performing the PACP coding shall be PACP certified. The Contractor shall provide proof of certification prior to commencement of work, prior to a change in personnel involved in data collection, and as requested by the Owner.
- H. CCTV Reports, logs, electronic reports, and worksheets must include the following information and conform to the applicable guidelines:
 - 1. CCTV Reports, NASSCO PACP Certified Database, and electronic worksheets must accompany all inspection work.
 - 2. All Owner and NASSCO PACP required header information must be fully and accurately entered on all CCTV reports.

PART 5 PAYMENT FOR WORK

5.1 MEASUREMENT AND PAYMENT

- A. In cases where the sewer is entirely inspected manhole-to-manhole, payments will be based on the measured linear footage between manholes along the existing sewer centerline from manhole wall to manhole wall at the unit price submitted on the unit price page.
- B. All invoicing will be by sewer segment, and payment and will be made when all punch list items and rework are completed for each Sewer Segment. Additional work shall be invoiced and paid upon completion.
- C. The following items of work will not be measured for payment but the cost thereof will be considered as incidental to the contract:
 - 1. Data entry, computerized equipment, software, and hardware to submit the required electronic submittals, including the DVDs, records, and logs.
 - 2. Completion of all electronic forms.
 - 3. Photographic equipment and supplies used to show sewer pipe and manhole defects.
 - 4. Bypass pumping and flow control where required by the Contractor to perform his or her work.
 - 5. Providing temporary and final paving at any proposed excavations.
 - 6. Providing temporary and final restoration of grass areas.
 - 7. Emergency after-hours response.
 - 8. Re-televising and re-cleaning following a point repair completed by the Contractor.
 - 9. Demobilization and mobilization because of suspension of work.
 - 10. Updates to the schedule as required by the Owner.
 - 11. Right of entry access to private property.
 - 12. Dye testing of service connections in order to meet the CCTV specification.
- D. In order for the Owner to properly and accurately track costs of the contract, the Contractor shall submit the final invoice on each project within 30 days after the completion of the project.

- E. Performance and Payment Bond: The bond securing the performance of the contract shall be effective for the full maximum period of the contract including the optional renewal period(s) specified. The bond amount indicated shall be deemed adequate surety for the initial and optional renewal periods. The cost of performance surety shall be treated as an overhead expense and shall be included in the bid amounts. The Owner shall not pay the cost of surety as a direct bill item.

****END OF SECTION****

**INDEX TO
SECTION 03000 – CURED-IN-PLACE PIPE (CIPP) INSTALLATION**

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PART 1 GENERAL

- A. This PSG includes the minimum requirements for the rehabilitation of sanitary sewer pipelines by the installation of Cured-In-Place Pipe (CIPP) within the existing, deteriorated pipe as shown on the plans included as part of these contract documents.
- B. The rehabilitation of pipelines shall be done by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally

sound, jointless and water-tight new pipe-within-a-pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor meeting the Owners requirements.

- C. Neither the CIPP product, system, nor its installation, shall cause adverse effects to any of the Owner's processes or facilities. The installation pressure for the product shall not damage the system in any way, and the use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses and property owners or tenants.
- D. The prices submitted by the Contractor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place, CIPP in accordance with these specifications. All items of work not specifically mentioned herein which are required, by the contractor, to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid.

1.1 DESCRIPTION OF WORK AND PRODUCT DELIVERY

- A. This PSG covers all work necessary to furnish and install the CIPP. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of flows, cleaning and television inspection of sewers to be rehabilitated, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, testing of the rehabilitated pipe system, warranty work and other work, all as specified herein.
- B. The product furnished shall be a complete CIPP system including specific materials, applicable equipment and installation procedures. The CIPP system manufacturer may submit, a minimum of 14 calendar days in advance of the bid date, required information to the Owner to obtain pre-approval status. Those CIPP systems that have been pre-approved will not be required to furnish information as required in the submittal section of these specifications unless specifically requested to do so by the Owner or if any of the CIPP system components have changed from those pre- approved by the Owner. All other CIPP systems or multi-component products will be required to meet the submittal requirements as contained herein.
- C. The CIPP shall be continuous and jointless from manhole to manhole or access point to access point and shall be free of all defects that will affect the long-term life and operation of the pipe.
- D. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections or through the wall of the installed pipe. If leakage occurs at the

manholes or the service connections, the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP as directed by the Owner at the price bid in the Proposal. If leakage occurs through the wall of the pipe, the CIPP shall be repaired or removed as recommended by the CIPP manufacturer. Final approval of the CIPP will be based on a leak tight pipe.

- E. The CIPP shall be designed for a life of 50 years or greater and an equal service life unless specifically specified otherwise by the Owner.
- F. The CIPP shall be designed fully structural stand-alone pipe-within-a-pipe. The installed CIPP shall be a structurally designed pipe-within-a-pipe, meet or exceed all contract specified physical properties, fitting tightly within the existing pipe all within the tolerances specified. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.
- G. The installed CIPP shall have a long term (50 year) corrosion resistance to the typical chemicals found in domestic sewage and defined in the referenced and applicable ASTM standards
- H. All existing and confirmed active service connections and any other service laterals to be reinstated, as directed by the Owner, shall be re-opened robotically or by hand in the case of man-entry size piping, to their original shape and to 90% - 95% of their original area. All over-cut or under-cut service connections will be properly repaired to meet the requirements of these specifications.
- I. All materials furnished, as part of this contract shall be marked with detailed product information, stored in a manner specified by the manufacturer and tested to the requirement of this contract.
- J. Testing and warranty inspections shall be executed by the Owner. Any defects found shall be repaired or replaced by the Contractor.
- K. The Contractor shall furnish, from the project installation, all samples for product testing at the request of the Owner. The Owner shall take possession of the samples for testing and shall maintain the chain of custody, deliver the samples to an approved laboratory and pay for all material and product testing performed under this contract.

1.2 REFERENCES

- A. The following documents form a part of this specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the requirements of these specifications shall apply. All references to codes and standards shall be to the latest revised version.

ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and Inflate and Curing of a Resin-Impregnated Tube

ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM - D638 Standard Test Method for Tensile Properties of Plastics

ASTM - D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by Displacement.

ASTM - F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM - D2122 Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM F2561 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner

ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM - D3567 Standard Practice for Determining Dimensions of Fiberglass (Glass- Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM - D3681 Standard Test Method for Chemical Resistance of “Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition

ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

1.3 PERFORMANCE WORK STATEMENT (PWS) SUBMITTAL

- A. The Contractor shall submit, to the Owner a Performance Work Statement (PWS) which clearly defines the CIPP product delivery in conformance with the requirements of these contract documents. Unless otherwise directed by the Owner, the PWS shall at a minimum contain the following:
- B. Clearly indicate that the CIPP will conform to the project requirements as outlined in the Description of Work and as delineated in these specifications.
- C. Where the scope of work is specifically delineated in the contract documents, a detailed

installation plan describing all preparation work, cleaning operations, pre- CCTV inspections, bypass pumping, traffic control, installation procedure, method of curing, service reconnection, quality control, testing to be performed, final CCTV inspection, warranties furnished and all else necessary and appropriate for a complete liner installation. A detailed installation schedule shall be prepared, submitted and conform to the requirements of this contract.

- D. Contractor's description of the proposed CIPP technology, including a detailed plan for identifying all active service connections maintaining service, during mainline installation, to each home connected to the section of pipe being lined, including temporary service for commercial, industrial and apartment complexes, if required by the contract.
- E. A description of the CIPP materials to be furnished for the project. Materials shall be fully detailed in the submittals and conform to these specifications and/or shall conform to the pre-approved product submission.
- F. A statement of the Contractor's experience. The Contractor shall have a minimum of three (3) years of continuous experience installing CIPP in pipe of a similar size, length and configuration as contained in this contract. A minimum of 150,000 linear feet of shop wet-out liner installation is required and minimum of 6 onsite wet-out installations are required as specifically applicable to this contract. The lead personnel including the superintendent, the foreman and the lead crew personnel for the CCTV inspection, resin wet-out, the liner installation, liner curing and the robotic service reconnections each must have a minimum of three (3) years of total experience with the CIPP technology proposed for this contract and must have demonstrated competency and experience to perform the scope of work contained in this contract. The name and experience of each lead individual performing work on this contract shall be submitted with the PWS. Personnel replaced by the contractor, on this contract, shall have similar, verifiable experience as the personnel originally submitted for the project.
- G. Engineering design calculations, in accordance with the Appendix of ASTM F1216, for each length of liner to be installed including the thickness of each proposed CIPP. It will be acceptable for the Contractor to submit a design for the most severe line condition and apply that design to all of the line sections. These calculations shall be performed and certified by a qualified, Professional Engineer. All calculations shall include data that conforms to the requirements of these specifications or has been pre- approved by the Owner.
- H. Proposed manufacturers technology data shall be submitted for all CIPP products and all associated technologies to be furnished.
- I. Submittals shall include information on the cured-in-place pipe intended for installation and all tools and equipment required for a complete installation. The PWS shall identify which tools and equipment will be redundant on the job site in the event of equipment breakdown. All equipment to be furnished for the project, including proposed back-up equipment, shall be clearly described.

The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.

- J. A detailed description of the Contractor's proposed procedures for removal of any existing blockages in the pipeline that may be encountered during the cleaning process.
- K. A detailed public notification plan shall be prepared and submitted including detailed staged notification to residences affected by the CIPP installation.
- L. An odor control plan shall be submitted, by the contractor, that will ensure that project specific odors will be minimized at the project site and surrounding area.
- M. Compensation for all work required for the submittal of the PWS shall be included in the various pipelining items contained in the Proposal.

1.4 PRODUCT SUBMITTALS

- A. Fabric Tube – including the manufacturer and description of product components such as felts and reinforcing materials.
- B. Flexible membrane (coating) material – including materials specific to the proposed curing method and recommended repair (patching) procedure if applicable.
- C. Raw Resin Data - including the manufacturer and description of product components including the Spectroscopic Wavelength diagram for the resin being furnished
- D. Manufacturers' shipping, storage and handling recommendations for all components of the CIPP system.
- E. All Safety Data Sheets (SDS) for all materials to be furnished for the project.
- F. Tube wet-out & cure method including:
 - 1. A complete description of the proposed wet-out procedure for the proposed technology.
 - 2. The Manufacturer's recommended cure method for each diameter and thickness of liner to be installed. The PWS shall contain a detailed curing procedure outlining the curing medium, the method of application and how the curing temperatures will be monitored.
- G. Compensation for all work required for the submittal of product data shall be included in the Lump Sum price contained in the Proposal for Mobilization.

1.5 SAFETY

- A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies,

and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.

- B. The Contractor shall perform all of the Work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.
- C. The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.
- D. Compensation for all work required for the submittal of the Safety Plan shall be included in the various pipelining items contained in the Proposal.

1.6 QUALITY CONTROL PLAN (QCP)

- A. A detailed quality control plan (QCP) shall be submitted to the Owner that fully represents and conforms to the requirements of these specifications. At a minimum the QCP shall include the following:
 - 1. A detailed discussion of the proposed quality controls to be performed by the Contractor.
 - 2. Defined responsibilities, of the Contractor's personnel, for assuring that all quality requirements for this contract are met. These shall be assigned, by the Contractor, to specific personnel.
 - 3. Proposed procedures for quality control, product sampling and testing shall be defined and submitted as part of the plan.
 - 4. Proposed methods for product performance controls, including method of and frequency of product sampling and testing both in raw material form and cured product form.
 - 5. Scheduled performance and product test result reviews between the Contractor and the Owner at a regularly scheduled job meeting.
 - 6. Inspection forms and guidelines for quality control inspections shall be prepared in accordance with the standards specified in this contract and submitted with the QCP.
- B. Two (2) days of inspector training, by the CIPP system manufacturer, for the Owner's inspectors shall be provided. This training shall be prior to liner installation, include both technical and field training and include all key aspects of visual inspection and sampling procedures for testing requirements. On smaller projects having an estimated duration of less than two (2) weeks of installation work, the system manufacturer shall furnish a check list containing key elements of the

CIPP installation criteria that are important for the Owner's inspector to ensure that quality control and testing requirements are performed in accordance with the contract documents.

- C. Compensation for all work required for the submittal of the QCP shall be included in the various pipelining items contained in the Proposal. Compensation for inspector training shall be included in the price bid in the Proposal.

1.7 CIPP REPAIR/REPLACEMENT

- A. Occasionally installations will result in the need to repair or replace a defective CIPP. The Contractor shall outline specific repair or replacement procedures for potential defects that may occur in the installed CIPP. Repair/replacement procedures shall be as recommended by the CIPP system manufacturer and shall be submitted as part of the PWS.
- B. Defects in the installed CIPP that will not affect the operation and long term life of the product shall be identified and defined.
- C. Repairable defects that may occur in the installed CIPP shall be specifically defined by the Contractor based on manufacturer's recommendations, including a detailed step-by-step repair procedure, resulting in a finished product meeting the requirements of these contract specifications.
- D. Unrepairable defects that may occur to the CIPP shall be clearly defined by the Contractor based on the manufacturer's recommendations, including a recommended procedure for the removal and replacement of the CIPP.

1.8 AS-BUILT DRAWINGS/RECORDS

- A. As-Built drawings/records, pre & post inspection videotapes, CDs or other electronic media shall be submitted to the Owner, by the Contractor, within 2 weeks of final acceptance of said work or as specified by the Owner. As-Built drawings/records will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings/Records provided to the Contractor at the onset of the project.
- B. As-Built drawings/records shall be kept on the project site at all times, shall include all necessary information as outlined in the PWS or as agreed to by the Owner and the Contractor at the start of the Contract, shall be updated as the work is being completed and shall be clearly legible.
- C. Compensation for all work required for the submittal and approval of As-Built drawings/records shall be included in the various pipelining items contained in the Proposal.

1.9 WARRANTY

- A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the CIPP material and installation for a period of one (1)

year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures included in Section 1.7 CIPP Repair/Replacement and as recommended by the manufacturer.

- B. On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warrantee required by the contract.
- C. After a pipe section has been rehabilitated and for a period of time up to one (1) year following completion of the project, the Owner may inspect all or portions of the rehabilitated system. The specific locations will be selected at random by the Owner's inspector and should include all sizes of CIPP from this project. If it is found that any of the CIPP has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced as defined in Section 1.7 CIPP Repair/Replacement and as recommended by the manufacturer. If, after inspection of a portion of the rehabilitated system under the contract, problems are found, the Owner may televise all the CIPP installed on the contract. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with Section 1.7 CIPP Repair/Replacement and per the original specifications, all at no additional cost to the Owner.

PART 2 PRODUCTS

2.1 MATERIALS

- A. The CIPP System must meet the chemical resistance requirements of these contract documents.
- B. All materials shipped to the project site shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP system manufacturer to avoid damage. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing or ultra-violet (UV) degradation. On site storage locations shall be approved by the Owner. All damaged materials shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with all current applicable agency regulations.

2.2 FABRIC TUBE

- A. The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, felt/carbon fiber, carbon fiber or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, or ASTM F2019 and ASTM D5813. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments and stretch to fit irregular pipe sections. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
- B. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when

compressed at installation pressures will meet or exceed the design thickness after cure.

- C. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
- D. The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.
- E. No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.
- F. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.
- G. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.
- H. The outside of the fabric tube shall be marked a maximum of every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.
- I. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.
- J. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

2.3 RESIN

- A. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets

the requirements of ASTM F1216, ASTM F1743 or F2019 and ASTM D5813, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin, specified for the specific application defined in the contract documents, shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

- B. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.

2.4 STRUCTURAL REQUIREMENTS

- A. The physical properties and characteristics of the finished CIPP will vary considerably, depending on the types and mixing proportions of the materials used and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein.
- B. The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.
- C. The design engineer shall set the long-term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D790 test method. This value shall be used unless the Contractor submits long-term test data (ASTM D2990) to substantiate a higher retention factor.
- D. The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed below.

Property	Test Method	Cured Composite Per ASTM F1216	Cured Composite Per Design
Flexural Modulus of Elasticity (Short-Term) Felt Tubes. Felt/Fiberglass, Fiberglass as recommended by the Manufacturer	ASTM D790	250,000 psi	Contractor Value
Flexural Strength (Short-Term) Felt Tubes. Felt/Fiberglass, Fiberglass as recommended by the Manufacturer	ASTM D790	4,500 psi	Contractor Value

2.5 MINIMUM PHYSICAL PROPERTIES

- A. The required structural CIPP wall thickness shall be based, as a minimum, on the physical properties of the cured composite and per the design of the Professional Engineer (see section 1.3.G) and in accordance with the Design Equations contained in the

appendix of ASTM F1216, and the following design parameters:

Design Safety Factor	2.0 (1.5 for pipes 36" or larger, if applicable)
Creep Retention Factor	50%
Ovality	2% or as measured by field inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 and AWWA Manual M45
Groundwater Depth	As specified or indicated on the Plans
Soil Depth (above the crown)	As specified or indicated on the Plans
Live Load	Highway, railroad or airport as applicable
Soil Load (assumed)	120 lb./cu. ft.
Minimum Service Life	50 years

- B. The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system. Certified material test results shall be included that confirm that all materials conform to these specification and/or the pre-approved system. Materials not complying with these requirements will be rejected.
- C. The design soil modulus may be adjusted based on data, determined from detailed project soil testing results, as provided by the Owner in the contract documents.

PART 3 INSTALLATION

3.1 CONSTRUCTION REQUIREMENTS

- A. Preparation, cleaning, inspection, flow bypassing and public notification. The Contractor shall clean the interior of the existing host pipe prior to installation of the liner. All debris and obstructions that will affect the installation and the final CIPP product delivery to the Owner shall be removed and disposed of.
- B. The liner shall be constructed of materials and methods that, when installed, shall provide a jointless and continuous structurally sound CIPP able to withstand all imposed static, and dynamic loads on a long-term basis.
- C. The Contractor may, under the direction of the Owner, utilize any of the existing manholes in the project area as installation access points. If a street must be closed to traffic because of the location of the sewer, the Contractor shall furnish a detailed traffic control plan and all labor and equipment necessary. The plan shall be in conformance with the requirements of the local agency having jurisdiction over traffic control.
- D. Cleaning of Pipe Lines – Before ordering liner materials for the project, the Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final

product delivery of the CIPP, as required in these specifications, and accurately measure and document the exact size of the existing pipeline to be rehabilitated. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable, the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. The Owner will designate a site for the disposal of all debris removed from the Owner's sewer system as a direct result of the cleaning operation. Unless otherwise specified by the Owner, the Contractor shall dispose of all debris at no charge. Should any dumping fees apply, the Contractor shall be compensated at the respective unit price bid in the Proposal for cleaning.

- E. Bypassing Existing Flows - The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. With most small diameter pipelines, particularly on terminal sewers, plugging will be adequate but must be monitored on a regular basis to prevent backup of sewage into adjacent homes. Service connection effluent may be plugged only after proper notification to the affected residence and may not remain plugged overnight. Installation of the liner shall not begin until the Contractor has installed the required plugs or a sewage bypass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the installation has begun, existing flows shall be maintained, until the resin/tube composite is fully cured, cooled down, full televised and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Owner at least 14 days in advance and with the property owners and businesses at least 1 business day in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The Contractor shall submit a detail of the bypass plan and design to the Owner before proceeding with any CIPP installation. Compensation for bypass pumping and all associated plans and approvals shall be at the price bid in the Proposal. The table below outlines nominal bypassing requirements for specified pipe diameters:

Diameter	Nominal Bypass Requirements (gpm)
15"	1100
18"	1600
24"	2900
30"	4500

- F. Contractor shall perform post-cleaning video inspections of the pipelines. Only PACP certified personnel trained in locating breaks, obstacles and service connections by closed circuit television shall perform the inspection. The Contractor shall provide the Owner a copy of the pre-cleaning and post-cleaning video and suitable log, and/or in digital format, for review prior to installation of the CIPP and for later reference by the Owner.

- G. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions that will interfere with the installation and long-term performance of the CIPP. If pre-installation inspection reveals an obstruction, misalignment, broken or collapsed section or sag that was not identified as part of the original scope of work and will prohibit proper installation of the CIPP, the Contractor may be directed by the Owner to correct the problem(s) prior to installation by utilizing open cut repair methods. The Contractor shall be compensated for this work under a contingency pay item designated for open cut point repairs. Removal of any previously unknown obstructions shall be considered as a changed condition. The cost of removal of obstructions that appeared on pre-bid video documentation and made available to the Contractor, prior to the bid opening, shall be compensated for on a unit price basis in accordance with the contract documents.
- H. The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing the CIPP. If required in the contract documents, each connection will be dye tested to determine whether or not the connection is live or abandoned. The cost for dye testing of existing service connections shall be compensated at the unit price bid in the Proposal for Dye Testing of Existing Service Connections. In the event the status of a service connection cannot be adequately defined, the Owner will make the final decision, prior to installation of the liner, as to the status. Typically only service connections deemed "active" shall be reopened by the Contractor.
- I. The Contractor shall be allowed use water from an owner-approved fire hydrant in the project vicinity. Use of an approved double check backflow assembly shall be required. Contractor shall provide his own approved assembly. Contractor shall pay current market price for all water usage.

3.2 INSTALLATION OF LINER

- A. The liner shall be installed and cured in the host pipe per the manufacturer's specifications as described and submitted in the PWS.
- B. CIPP installation shall be in accordance with the applicable ASTM standards as modified in this section 3.2.
- C. If significant groundwater infiltration is present in the existing sewer such as heavy runners and gushers, the contractor shall install a pre-liner tube or perform chemical grouting to control resin loss and contamination, maintain CIPP thickness, prevent physical property reduction and prevent inadequate curing of the liner resulting from water or other contamination of the resin during installation. The pre-liner tube shall be a reinforced plastic tube to fit the existing pipeline and shall be continuous from manhole (access) to manhole (access).
- D. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The liner should be pulled-in or inverted through an existing manhole or approved access

point and fully extend to the next designated manhole or termination point.

- E. Prior to installation and as recommended by the manufacturer, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.
- F. To monitor the temperature of the liner wall and to verify correct curing, where specified by the contract documents, temperature monitors can be placed between the host pipe and the liner in the bottom of the host pipe (invert) at manholes or access points and/or throughout its entire length (continuous) to monitor the temperature on the outside of the liner during the curing process. For continuous temperature monitoring, a fiber optic cable is installed in the pipe invert prior to the liner installation. The fiber optic cable is monitored by a computer that is capable of recording temperatures at the interface of the liner and the host pipe continuously in time and location throughout the entire pipeline being rehabilitated.
- G. Curing shall be accomplished by utilizing the appropriate medium or ultraviolet light in accordance with the manufacturer's recommended cure procedure and/or schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles, if applicable. The manufacturer's recommended cure method & schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.
- H. For heat cured liners, if any temperature sensor, or continuous sensor location does not reach the temperature as specified by the manufacturer to achieve proper curing or cooling, the installer can make necessary adjustments to comply with the manufacturer's recommendations. For continuous temperature monitoring, the system computer should have an output report that specifically identifies stations along the length of pipe, indicates the maximum temperature achieved and the sustained temperature time at the stations. At each station along the length of the pipe, the computer should record both the maximum temperature and the minimum cool down temperature and comply with the manufacturers recommendations.
- I. For UV Cured Liners, all light train sensor readings, recorded by the tamper proof computer, shall provide output documenting the cure along the entire length of the installed liner. The cure procedure shall be in accordance with the manufacturer's recommendation as included in the PWS submission by the contractor.

3.3 COOL DOWN

- A. The Contractor shall cool the CIPP in accordance with the approved CIPP manufacturer's recommendations as described and outlined in the PWS.

- B. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

3.4 FINISH

- A. The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The CIPP shall be impervious and free of any leakage through the CIPP wall.
- B. Any defect which will or could affect the structural integrity or strength of the CIPP shall be repaired at the Contractor's expense in accordance with the procedures submitted under Section 1.7 CIPP Repair/Replacement.
- C. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal.
- D. If any of the service connections leak water between the host pipe and the installed CIPP, the connection mainline interface shall be sealed to provide a water tight connection.
- E. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.
- F. Compensation shall be at the actual length of cured-in-place pipe installed. The length shall be measured from center of manhole to center of manhole. The unit price per linear foot installed shall include all materials, labor, equipment and supplies necessary for the complete CIPP installation. Compensation for service connection sealing and pipe sealing at the manhole/wall interface shall be at the unit price bid in the Proposal.

3.5 FLOWABLE FILL OF VOID AREAS

Where required by the owner, the contractor shall backfill voids that remain after installation of CIPP. The material shall be of the flowable fill type and shall be injected into the void while removing all trapped air from the void. The contractor shall submit the proposed method of placing the flowable fill, including pressures that will not collapse the CIPP and air release method to be employed, to the owner for review before any material is installed. The cost of this work shall be at the unit price bid for flowable fill complete and include all material, equipment and labor to complete the filling of the soil void.

3.6 MANHOLE CONNECTIONS AND RECONNECTIONS OF EXISTING SERVICES

- A. A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP, shall be applied at manhole/wall interface in accordance with the CIPP System manufacturer's recommendations.

- B. Existing services shall be internally or externally reconnected unless indicated otherwise in the contract documents.
- C. Reconnections of existing services shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all active service connections are reconnected.
- D. External reconnections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.
- E. A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least 90 percent of the service connection opening area and the bottom of both openings must match. The opening shall not be more than 100 percent of the service connection opening. The edges of the opening shall not have pipe fragments or CIPP fragments which may obstruct flow or snag debris. In all cases the invert of the sewer connection shall be cut flush with the invert entering the mainline.
- F. In the event that service reinstatements result in openings that are greater than 100 percent of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections.
- G. Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.
- H. Compensation shall be at the actual number of services reconnected using either internal or external means as contained in the Proposal. The unit price bid per service line reconnected shall include all materials, labor, equipment and supplies necessary to complete the work as required in these specifications.

3.7 TESTING OF INSTALLED CIPP

- A. The physical properties of the installed CIPP shall be verified through field sampling and laboratory testing. All materials for testing shall be furnished by the Contractor to the Owner for testing. All materials testing shall be performed at the Owner's expense by an independent third party laboratory selected by the Owner as recommended by the CIPP manufacturer. All tests shall be in accordance with applicable ASTM test methods to confirm compliance with the requirements specified in these contract documents.
- B. The Contractor shall provide samples for testing to the Owner from the actual installed CIPP. Samples shall be provided from each section of CIPP installed or as required by the Owner. The sample shall be cut from a section of cured CIPP that has been inverted or pulled through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags.

All curing, cutting and identification of samples will be witnessed by the Owner and transmitted by the Owner's representative as specified, to the testing laboratory. On pipelines greater than 18 inches in diameter, the Owner may, at its discretion, require plate samples cured with the CIPP or designate a location in the newly installed CIPP where the Contractor shall take a sample. The Opening produced from the sample shall be repaired in accordance with manufacturer's recommended procedures.

- C. The laboratory results shall identify the test sample location as referenced to the nearest manhole and station. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet the minimum physical and thickness requirements, the CIPP shall be repaired or replaced by the Contractor unless the actual physical properties and the thickness of the sample tested meet the design requirements as required in the contract.
- D. Chemical resistance - The CIPP system installed shall meet the chemical resistance requirements of ASTM F1216 and ASTM D5813. CIPP samples tested shall be of the fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements. A certification may be submitted, by the contractor, from the manufacturer verifying that the chemical resistance of the CIPP meets the contract requirements.
- E. Hydraulic Capacity - Overall, the hydraulic capacity shall be maintained as large as possible. The installed CIPP shall, at a minimum, be equal to the full flow capacity of the original pipe before rehabilitation. In those cases where full capacity cannot be achieved after CIPP installation, the Contractor shall submit a request to waive this requirement together with the reasons for the waiver request. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
- F. The installed CIPP thickness shall be measured for each line section installed as per the ASTM requirements specified. If the CIPP thickness does not meet that specified in the contract and submitted as the approved design by the Contractor, then the CIPP shall be repaired or removed unless the tested physical properties and the thickness of the sample tested meet the design requirements as required in the contract. The CIPP thickness shall have tolerance of minus 5% - plus 10%. In worker-entry size piping, the Contractor shall remove a minimum of one sample every line section of installed CIPP to be used to check the CIPP thickness. The samples shall be taken by core drilling 2-inch diameter test plugs at random locations selected by the Owner. The openings produced from the samples shall be repaired in accordance with manufacturer's recommended procedures.
- G. All costs to the Contractor associated with providing cured CIPP samples for testing shall be included in the Lump Sum price bid for Mobilization. Payment for all testing by a laboratory will be paid for by the Owner directly to the laboratory under the lump sum Reserve for Testing item force bid in the Bid Proposal.

3.8 FINAL ACCEPTANCE

- A. All CIPP sample testing and repairs to the installed CIPP, as applicable, shall be completed before final acceptance, meeting the requirements of these specifications and documented in written form.
- B. The Contractor shall perform a detailed closed-circuit television inspection, in accordance with ASTM standards, in the presence of the Owner after installation of the CIPP and reconnection of the side sewers. A radial view (pan and tilt) TV camera shall be used. The finished CIPP shall be continuous over the entire length of the installation and shall be free of significant visual defects, damage, deflection, holes, leaks and other defects. Unedited digital documentation of the inspection shall be provided to the Owner within ten (10) working days of the CIPP installation. The data shall note the inspection date, location of all reconnected side sewers, debris, as well as any defects in the CIPP, including, but not limited to, gouges, cracks, bumps, or bulges. If post installation inspection documentation is not submitted within ten (10) working days of the CIPP installation, the Owner may at its discretion suspend any further installation of CIPP until the post-installation documentation is submitted. As a result of this suspension, no additional working days will be added to the contract, nor will any adjustment be made for increase in cost. Immediately prior to conducting the closed circuit television inspection, the Contractor shall thoroughly clean the newly installed CIPP removing all debris and build-up that may have accumulated at no additional cost to the Owner.
- C. Bypass pumping or plugging from the upstream manhole shall be utilized to minimize sewage from entering the line during the inspection. In the case of bellies in the line, the pipe shall be cleared of any standing water to provide continuous visibility during the inspection.
- D. Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including, but not limited to, air testing, hydrostatic (exfiltration) testing, localized testing (such as a grout packer) or any other testing that will verify that the leakage rate of the installed CIPP does not exceed acceptable tolerances specified in the contract. As an alternative to further leakage testing, the contractor may choose to repair any observed leaks.

****END OF SECTION****

EXHIBIT C

ASSET LOCATION LISTING with PIPE DIAMETER AND LENGTH

<u>Segment</u>	<u>Diameter</u>	<u>Length</u>
40020041+40022380	8	186
40020042+40020041	8	278
40020043+40020042	8	22
40024110+40020043	8	451
40020050+40020060	24	318
40020050+40022250	8	437
40020060+40020070	24	225
40020070+40020080	24	234
40020080+40020090	24	264
40020090+40020091	8	454
40020090+40020100	24	218
40020091+40021960	8	498
40020141+40020142	8	257
40020180+40020190	8	282
40020180+40020370	8	500
40020181+40020420	8	444
40020190+40020200	8	281
40020190+40020450	8	508
40020200+40020210	8	274
40020210+40020220	8	291
40020330+40020340	8	414
40020560+40020570	8	271
40020600+40020640	8	490
40020610+40020620	8	361
40020650+40020660	10	182
40020660+40020670	10	174
40020670+40020680	10	197
40020680+40020690	10	233
40020690+40020700	8	338
40020710+40020711	8	57
40020680+40020890	10	173
40020930+40020940	10	198
40020940+40020950	8	297
40020982+40020990	8	236
40021660+40021670	8	234
40021670+40021680	8	250
40021691+40021700	8	360
40021720+40021730	8	337
40021720+40023930	6	243
40021800+40021810	8	601

40021810+40021850	8	222
40021850+40021860	8	546
40020100+40021940	8	506
40022251+40022260	8	378
40022450+40022460	8	497
40022460+40022461	8	507
40022490+40022500	15	521
40022500+40022510	15	522
40022510+40022520	15	497
40022520+40022530	15	475
40022520+40022522	8	530
40022522+40022800	8	378
40022530+40022650	10	110
40022660+40022670	10	117
40022850+40022851	8	434
40022850+40022860	10	183
40022851+40022970	8	423
40022860+40022910	8	504
40022870+40022872	8	508
40022871+40022880	8	502
40022880+40022890	8	459
40022910+40022920	8	423
40022940+40022950	8	418
40023030+40023031	8	396
40023111+40023112	8	306
40023112+40023710	8	375
40023140+40023141	8	375
40023142+40023150	8	353
40023160+40023170	8	530
40023260+40023310	8	231
40023430+40023440	8	233
40023520+40023530	8	217
40023520+40023610	8	108
40023660+40023670	8	518
40024110+40020050	24	230
40024150+40023160	8	435
40024160+40023111	8	211
40024170+40023140	8	411
40024180+40023211	18	483
40024200+40024201	8	423
40024201+40022430	8	482
40024210+40023030	8	1047
F20077+40021880	8	316

EXHIBIT D

BASIN 4002 CCTV FILES (utilize to review pipe condition / defects)

Due to the format and size of these files, they have been organized in a Dropbox folder for your convenience.

(please contact Procurement Office via email pcrosby@bgjwsc.org to obtain secure access via a Dropbox link to these files)