

**CLAYTON COUNTY WATER AUTHORITY
MORROW, GA**



PROJECT MANUAL

FOR

BID NUMBER: 2023-WP-01

W.J. HOOPER WPP

CHEMICAL STORAGE SYSTEMS

MARCH 2023

CONFORMED DOCUMENTS

VOLUME 1 OF 3

DIVISIONS 00 – 01

**PROCUREMENT, CONTRACTING, AND
GENERAL REQUIREMENTS**



CONFORMED DOCUMENTS FOR CONSTRUCTION

These documents provided herein are a Conformed set of Contract Documents. They have been revised to reflect changes and revisions included in all Addenda and may not represent the Contract Documents in content. In the event of a discrepancy between the Conformed Contract Documents and the Bid Contract Documents, the Bid Contract Documents shall govern.

Addenda items for addition of text are shown in red and annotated with the corresponding addendum number in brackets (*example text* [ADD NO. 2]).

Addenda items for deletion of text are shown in red and strikethrough and annotated with the corresponding addendum number in brackets (~~example text~~ [ADD NO. 2]).

Modifications made to the Conformed Documents that are not associated with an addendum are shown as described above but are annotated with the note: “conformed” (*example text* [CONFORMED]; ~~example text~~ [CONFROMED]).

Changes made to forms, such as the addition of relevant party names, are shown as normal text and do not include identifying annotation within the documents themselves; however, the text of the corresponding specification is modified within the Table of Contents using the methodology described above.

This document was originally issued for construction and sealed by:

George Ajy, PE, seal number 26889

David A. Preissler PE, seal number 000847

Alec Zaychik, PE, seal number 22613

Sunilsen S. Peramanu, seal number 284555

SEALS

Specification Sections

Division 01

01010
01011
01200
01210
01300
01400
01540
01610
01611
01720
01740

George Ajy

River To Tap
580 W Crossville Road
Ste 101
Roswell, GA 30075
(770) 569-7038
www.r2tinc.com



Georgia Certificate of
Authorization

R2T, Inc.

License No.: PEF004653

Expiration Date: 6/30/2024

SEALS

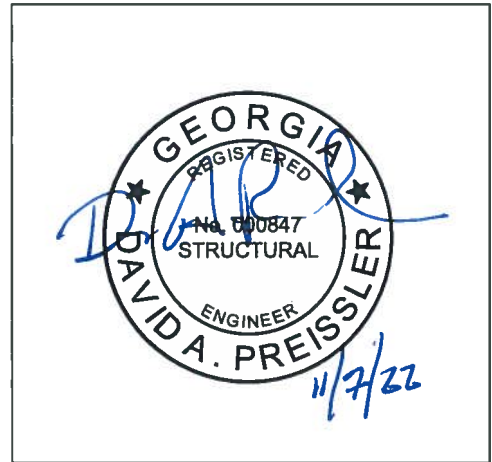
Specification Sections

Division 01

01450

David A. Preissler

River To Tap
580 W Crossville Road
Ste 101
Roswell, GA 30075
(770) 569-7038
www.r2tinc.com



Georgia Certificate of
Authorization

R2T, Inc.

License No.: PEF004653

Expiration Date: 6/30/2024

SECTION 00012
TABLE OF CONTENTS

VOLUME 1 OF 3 – PROJECT MANUAL

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Section	Title
<i>00010</i>	<i>Project Title Page (Volume 1) [CONFORMED]</i>
<i>00011</i>	<i>Conformed Documents Disclaimer [CONFORMED]</i>
<i>00012</i>	<i>Table of Contents [CONFORMED]</i>
00015	List of Drawing Sheets
<i>00020</i>	<i>Advertisement for Competitive Sealed Bid [ADD NO. 2]</i>
<i>00100</i>	<i>Instructions to Bidders [ADD NO. 2]</i>
<i>00300</i>	<i>Bid Form [CONFORMED]</i>
<i>00420</i>	<i>Bidders Qualifications [CONFORMED]</i>
<i>00430.01</i>	<i>SLBE Program - Goal [CONFORMED]</i>
<i>00431</i>	<i>Georgia Bid Bond [CONFORMED]</i>
<i>00480</i>	<i>Statement of Noncollusion [CONFORMED]</i>
<i>00483</i>	<i>Certification of Absence of Conflict of Interest for Development of Specifications of Scope of Work [CONFORMED]</i>
<i>00485</i>	<i>Georgia Security and Immigration Compliance Act of 2006 [CONFORMED]</i>
00487	W-9 Form
00489	Vendor Request Form
<i>00500</i>	<i>Agreement [CONFORMED]</i>
<i>00610</i>	<i>Payment Bond [CONFORMED]</i>
<i>00620</i>	<i>Performance Bond [CONFORMED]</i>
00700	General Conditions
00730	Supplementary Conditions
<i>00913.1</i>	<i>Addendum No. 1 [CONFORMED]</i>

00913.2	Addendum No. 2 [CONFORMED]
00913.3	Addendum No. 3 [CONFORMED]

DIVISION 01 – GENERAL REQUIREMENTS

Section	Title
01010	Summary of Work
01011	Unique Requirements
01200	Measurement and Payment
01210	Progress Payment Procedures
01300	Submittal Procedures
01400	Contractor Quality Control
01450	Special Inspection and Testing and Observation
01540	Jobsite Security
01610	Transport and Handling
01611	Storage and Protection
01720	Record Documents
01740	Warranties

VOLUME 2 OF 3 – TECHNICAL SPECIFICATIONS

Section	Title
02000	Project Title Page (Volume 2) [CONFORMED]

DIVISION 02 – EXISTING CONDITIONS

Section	Title
02050	Demolition

DIVISION 03 – CONCRETE

Section	Title
03313	Miscellaneous Structural Concrete

DIVISION 05 – METALS

Section	Title
05050	Welding
05095	Post-Installed Anchors
05500	Metal Fabrications

DIVISION 06 – WOOD AND PLASTICS

Section	Title
06600	Fiberglass Reinforced Plastic Fabrications

DIVISION 09 – FINISHES

Section	Title
09910	High Performance Coating

DIVISION 11 – EQUIPMENT

Section	Title
11308	<i>Seal-Less Magnetic Drive Pumps [CONFORMED]</i>

DIVISION 13 – SPECIAL CONSTRUCTION

Section	Title
13057	Polyethylene Storage Tanks
13122	Metal Building System Refurbishments

DIVISION 15 – MECHANICAL/PLUMBING

Section	Title
15050	Basic Mechanical Materials and Methods
15094	Pipe Hangers and Supports
15100	Valves and Appurtenances
15200	Process Piping

15250	Insulation and Heat Tracing
15400	Plumbing
15440	Emergency Shower and Eyewash Fixtures

DIVISION 16 – ELECTRICAL

Section	Title
16000	Electrical Power and Systems
16060	Grounding and Bonding
16110	Raceways, Boxes, and Supports
16111	Conduit
16120	600 Volt Conductors, Wire, and Cable
16141	Wiring Devices
16195	Electrical Identification

VOLUME 3 OF 3 – DRAWINGS

END OF SECTION

SECTION 00015
LIST OF DRAWING SHEETS

Sheet	Title
G-000	COVER SHEET
G-001	GENERAL ABBREVIATIONS
G-002	GENERAL NOTES & LEGEND
C-100	OVERALL SITE PLAN
DD-100	EXISTING CONDITIONS PLAN
DD-101	OVERALL DEMOLITION PLAN
DD-102	ENLARGED DEMOLITION PLAN - 1
DD-103	ENLARGED DEMOLITION PLAN - 2
DD-301	PROCESS MECHANICAL DEMOLITION SECTIONS - 1
DD-302	PROCESS MECHANICAL DEMOLITION SECTIONS - 2
DD-501	DEMOLITION PHOTOS - 1
DD-502	DEMOLITION PHOTOS - 2
DP-100	OVERALL PROPOSED PROCESS PLAN
DP-101	PROCESS MECHANICAL ENLARGED PLAN - 1
DP-102	PROCESS MECHANICAL ENLARGED PLAN - 2
DP-301	PROCESS MECHANICAL SECTIONS - 1
DP-302	PROCESS MECHANICAL SECTIONS - 2
DP-501	PROCESS DETAILS
DP-502	TANK DETAIL SHEET
S-001	STRUCTURAL GENERAL NOTES
S-002	STRUCTURAL GENERAL NOTES
S-003	STRUCTURAL GENERAL NOTES
S-101	STRUCTURAL FLOOR PLAN
S-102	STRUCTURAL ROOF PLAN

Sheet	Title
S-501	STRUCTURAL DETAILS
S-502	STRUCTURAL DETAILS
P-100	PLUMBING NOTES, ABBREVIATIONS, LEGEND AND DETAILS
P-101	PLUMBING PLAN
P-102	PLUMBING RISER DIAGRAM
E-001	ELECTRICAL LEGEND AND NOTES
E-100	ONE LINE DIAGRAM
E-101	EXISTING PANELBOARD SCHEDULES
E-200	ELECTRICAL PLAN DEMOLITION
E-201	ELECTRICAL FLOOR PLAN
E-202	PARTIAL ELECTRICAL FLOOR PLAN 1
E-203	PARTIAL ELECTRICAL FLOOR PLAN 2
E-204	SCHEMATIC WIRING DIAGRAM
E-205	SCHEMATIC WIRING DIAGRAM
E-206	ELECTRICAL INSTALLATION DETAILS

END OF SECTION

SECTION 00020
ADVERTISEMENT FOR COMPETITIVE SEALED BID

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: **W.J. Hooper Water Production Plant Chemical Storage Systems**

Separate sealed Bids for the construction of **W.J. Hooper Water Production Plant Chemical Storage Systems** will be received by the Clayton County Water Authority (CCWA) at 1600 Battle Creek Road, Morrow, Georgia 30260 until 10:00 a.m. local time, the **19th 17th [ADD NO. 2] day of January 2023**-, and then at said office opened and read aloud. Any bids received after the specified time will not be considered. The bid opening conference will be hosted virtually as a conference call meeting.

A non-mandatory pre-bid conference for the Project will be held on **Thursday, December 8, 2022**, at 10:00 a.m. local time to discuss the Project. The pre-bid conference will be held at the W.J. Hooper Water Production Plant conference room with a simultaneous virtual conference call to accommodate bidders who are unable to attend in-person. Attendance at the pre-bid conference is encouraged.

To join the **pre-bid conference call**, use the Microsoft Teams link or below call-in number:

[Click here to join the meeting](#)

or

Phone number: +1 912-483-5368

Conference ID: 142 001 630#

To join the **bid opening conference call**, use the Microsoft Teams link or below call-in number:

[Click here to join the meeting](#)

or

Phone number: +1 912-483-5368

Conference ID: 142 001 630#

Bidders are required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. Each Bidder shall attend a mandatory Site visit on Thursday, December 8, 2022. Bidders may schedule their visit for any time on this date between 11:00 a.m. and 2:00 p.m. local time at the W.J. Hooper Water Production Plant at 70 Oakdale Drive, Stockbridge, GA 30281. Bidder shall schedule the Site visit at least 24 hours in advance by contacting James McCullough via email at James.McCullough@r2tinc.com or by phone at (678) 982-0789. Bids will not be

accepted from Bidders who do not attend the Site visit. It is each Bidder's responsibility to sign in at the Site visit to verify their participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the Site visit and are eligible to submit a Bid for this Project will be issued after the Site visit. During the visit, the Bidder must not disturb any ongoing operations at the Site.

As part of the effort to maintain the health and safety of CCWA personnel and its visitors, all participants will be required to conform to any COVID-19 protocols that may be in place at the time of the site visits and/or in person meetings. For security reasons, CCWA is also requiring the following procedures, practices, and protocols to be followed during the site visit:

- A: Visitor(s) are required to sign the plant visitor's log upon arrival to and departure from the plant.
- B: Visitor(s) shall provide, wear, and use their own Personal Protective Equipment (PPE – hard hat, closed toe footwear – ideally steel-toed boots, safety glasses, and high-visibility vest or equivalent) while in public areas for the duration of the site visit. The entire property of *the* CCWA is considered a "public area".
- C: Visitor(s) shall always be accompanied by a plant staff or Engineer while on-site.

The Project includes, but is not limited to, the following:

- A: Supply and installation of two Sodium Hypochlorite storage tanks.
- B: Supply and installation of Sulfuric Acid, Purate and Phosphoric Acid tanks.
- C: Supply and installation of transfer pumping systems and appurtenances.
- D: New chemical feed piping and tubing.
- E: Tepid water supply and eyewash system.
- F: Site modifications required to accommodate system and access thereof.
- G: Demolition of existing storage tanks.
- H: Demolition and replacement of storage area canopies
- I: New instrumentation and control equipment as required.

The Bidding Documents, consisting of Advertisement for Competitive Sealed Bid, Instructions to Bidders, Bid Form, Bid Bond, Construction Contract, Performance Bond, Payment Bond, General and Supplementary Conditions, Specifications, Drawings, and Addenda may be examined at the main offices of the Owner at 1600 Battle Creek Road, Morrow, Georgia.

Copies of Bidding Documents are available at <https://www.civcastusa.com> for download and printing access. All Bidders are required to download a set of the Bidding Documents from the CIVCAST website. Bidders will be required to set up a CIVCAST account to access Bidding Documents including Addenda. Hard copies of Bidding Documents are the responsibility of the Bidders.

By downloading the Bidding Documents, prospective bidder agrees to allow company information (company name, address, phone and email) to be published as a "planholder". The Owner is not obligated to consider a Bidder's proposal if Bidder is not on record with CIVCAST as having received a complete set of Bidding Documents from CIVCAST.

A list of planholders may be obtained by contacting James McCullough at James.McCullough@r2tinc.com.

Each Bid must be submitted on the prescribed Bid Form and accompanied by Bid Security as prescribed in the Instructions to Bidders, payable to the Owner in an amount not less than 5 percent of the Bid Amount, and a letter from a surety company stating they are licensed to conduct business in the State of Georgia. Failure to supply the bond or to sign the proposal will be grounds for rejection.

In order to perform public work, the Bidder and its subcontractors, prior to award of Contract, shall hold or obtain such licenses as required by state statutes, and federal and local laws and regulations, including, but not limited to, a Utility Contractors License. All firms must be licensed in Georgia and have a registered agent in Georgia.

CCWA encourages Small Local, Minority, and Women-Owned businesses to participate and respond to this bid request.

All questions related to the Project shall be submitted by email no later than 10:00 a.m., local time, on ~~Monday, December 12, 2022~~ **Tuesday, January 10, 2023 [ADD NO. 2]** to James McCullough at James.McCullough@r2tinc.com. Questions, if answered, will be addressed by Addenda to the Contract Documents via the Q&A tab on the CIVCAST website for the project. Receipt of any Addenda or amendment to this Advertisement for Bids shall be acknowledged, in writing, and shall be submitted with the Bid.

Owner shall make an award, if an award is made, to the lowest responsible responsive Bidder.

The successful Bidder will be required to furnish the additional Bonds prescribed in the Contract Documents.

Owner's right is reserved to reject all Bids or any Bid not conforming to the intent and purpose of the Bidding Documents.

Clayton County Water Authority

Mr. Robin Malone, Chair

SECTION 00100
INSTRUCTIONS TO BIDDERS

1.01 Instructions

- A. Bids will be received by the Clayton County Water Authority (herein called the “Owner”), at 1600 Battle Creek Road, Morrow, Georgia 30260 until 10:00 a.m., local time, ~~40th~~ 17th [ADD NO. 2] day of January 2023, after which the names of proposing firms and associated bid amounts will be read aloud.
- B. Each Bid must be submitted in a sealed envelope, addressed to the Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia 30260.
- C. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the W.J. Hooper Water Production Plant Chemical Storage Systems, and the envelope should bear on the outside the name and address of the Bidder, and the Bidder’s license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Clayton County Water Authority at 1600 Battle Creek Road, Morrow, Georgia 30260.
- D. The Owner may reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and Bidder.
- E. The Advertisement for Competitive Sealed Bids is incorporated by reference as if fully set out herein.

1.02 Defined Terms

- A. Terms used in these Instructions to Bidder have the meanings assigned to them in the General Conditions.
- B. Certain additional terms used in the Bid Documents have the meanings indicated below which are applicable to both the singular and plural thereof:
 - 1. Bidder: One who submits a Bid to Owner as distinct from a subbidder, who submits a Bid to a Bidder. Throughout these Bidding Documents, the words Bidder and Bid will be used interchangeably with the terms Proposer and Proposal.
 - 2. Apparent Low Bidder: That Bidder whose Bids, as offered in the Bid Form, represent the lowest total as determined by the Base Bid.
 - 3. Total Base Bid Price: Includes Bid for the Lump Sum Work plus extended total for Unit Price Work and the Allowances.

4. Successful Bidder: Lowest, responsible responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.03 Copies of Bidding Documents

- A. Copies of Bidding Documents are available at <https://www.civcastusa.com> upon for download and printing access. All Bidders are required to download a set of the Bidding Documents from the CIVCAST website. Bidders will be required to set up a CIVCAST account to access Bidding Documents including Addenda. Hard copies of Bidding Documents are the responsibility of the Bidders.
- B. By downloading the Bidding Documents, prospective bidder agrees to allow company information (company name, address, phone and email) to be published as a "planholder". The Owner is not obligated to consider a Bidder's proposal if Bidder is not on record with CIVCAST as having received a complete set of Bidding Documents from CIVCAST. Complete sets of Bidding Documents must be used in preparing Bids. Neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- C. Bidding Documents made available on the above terms are only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

1.04 Pre-Bid Conference and Site Visits

- A. A non-mandatory pre-bid conference will be held at the time and location indicated in Section 00020 Advertisement for Competitive Sealed Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- B. A mandatory site visit will be held at the times and location indicated in Section 00020 Advertisement for Competitive Sealed Bid. Representatives of Owner and Engineer will be present to help sign-in Bidders and provide a general tour of the facility. Bidder shall schedule the Site visit at least 24 hours in advance by contacting James McCullough via email at James.McCullough@r2tinc.com or by phone at (678) 982-0789. Bids will not be accepted from Bidders who do not attend the site visit. It is each Bidder's responsibility to sign in at the site visit to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid.
- C. Engineer will transmit to prospective Bidder of record such Addenda as Engineer considers necessary in response to questions arising during the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.05 Preparation of Bid

- A. All Bids must be made on the separate Bid form furnished with these Contract Documents. Do not write on or remove pages from the Specification book. All blank spaces for Bid

prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

- B. Bid prices must be written in both words and numerals where required; in the event of a conflict, the words shall govern.
- C. The cash allowances represent the Owner's estimate of the cost of the various products and services listed in the Bid Form as Cash Allowances. The Contract Price will be adjusted by Change Order to reflect the actual cost.
- D. The contingency allowances represent the Owner's estimate of the cost of the various potential unforeseen work elements listed in the Bid Form as Contingency Allowances. The Contract Price will be adjusted by Change Order to reflect the actual cost.
- E. Bids signed for a corporation shall have the correct corporate name thereof as listed with the Office of the Secretary of State of Georgia and shall be executed by the president, vice-president or other authorized officer of the corporation and attested by the secretary, assistant secretary, or other authorized officer of the corporation with the corporate seal affixed thereto. Bids by any other type of business entity shall be so executed as to bind that particular type of business entity to the full extent allowed under all applicable provisions of Georgia and United States law. A conditional or qualified Bid will not be accepted.
- F. The Bid shall contain an acknowledgement of receipt of all Addenda; the numbers of which shall be filled in on the Bid Form. Failure to acknowledge receipt may cause Bid to be considered in nonconformance.
- G. The address and telephone number for communications regarding the Bid shall be shown.
- H. Bidder shall comply with the Bid Form requirement for identification of Manufacturers or Suppliers of certain equipment, product, or systems.
- I. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Georgia. Bidder's Georgia Utility Contractor license number for the state of Georgia shall also be shown on the Bid Form.

1.06 Conditions of Work

- A. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner, Engineer, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the Site and for reading and being thoroughly familiar with the Contract Documents. A Bidder shall in no way be relieved from any obligation with respect to the Bid by the failure or omission of the Bidder to be so familiar.
- B. It is each Bidder's responsibility, before submitting a Bid, to:

1. Examine thoroughly the Bid Documents and other related data identified in the Bid Documents.
 2. Inspect the Site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.
 3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.
 4. Study and carefully correlate Bidder's knowledge and observations with the Bid Documents and such other related data.
 5. Promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in or between the Bid documents and such other related documents.
- C. Reference is made to the Supplementary Conditions for identification of:
1. Those Reports, if any, of explorations and tests of subsurface conditions at the Site which have been utilized by Engineer in preparation of the Bid Documents.
 2. Those Drawings, if any, of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Bid documents.
 3. Copies of such Reports and Drawings that are not included with the Bid Documents may be examined at the Clayton County Water Authority main offices at 1600 Battle Creek Road, Morrow, Georgia during regular business hours.
- D. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Article 5 of the General Conditions.
- E. Before submitting a Bid, each Bidder will be responsible to make or obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise and which may affect cost, progress, performance, or furnishings of the work and which Bidder deems necessary to determine its Bid.
- F. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- G. Reference is made to the General Requirements for identification of the general nature of work that is to be performed at the Site by Owner or others and that relates to work for which a Bid is to be submitted. On request, Owner will provide to each Bidder, for examination, access to or copies of contract documents (other than portions thereof related to price) for such work by others.

- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this article; that without exception the Bid is premised upon performing and furnishing the work required by the Bid Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bid Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bid Documents, and the written resolution thereof by Engineer is acceptable to Bidder; and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work and for preparing the Bid.
- I. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout performance of the work.

1.07 Reputation of Bidder

- A. The Owner may make such investigations as it deems necessary to further determine the ability of the Bidder and its Subcontractors to perform the work. The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. To further demonstrate qualifications to perform the work, Bidder shall submit, within five days of Owner's request, written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below.
- C. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to Contract award.
- D. Nothing indicated herein will prejudice Owner's right to seek additional pertinent information as is provided in Award of Contract.
- E. License Requirements: In order to perform public work, Bidder and its Subcontractors, where required by law, prior to award of Contract, shall hold or obtain a Utility Contractors License.
- F. Nonresident Bidders: Pursuant to Code of Georgia 48-13 the following shall be completed prior to Award:
 - 1. Register with Commissioner of Labor and pay fee.
 - 2. Execute and file with Commissioner of Labor, Bond worth 10 percent of Contract, conditioned that state and local taxes will be paid.
 - 3. Appoint, in writing, Secretary of State to be lawful agent upon whom all lawful process, proceedings or notices may be served.
 - 4. Comply with any and all other requirements of Georgia law applicable to nonresident contractors.

- G. Contractor Qualifications and Experience: The Bidder must satisfy to the reasonable satisfaction of the Owner that it possesses sufficient qualifications, experience and resources, including financial resources, to successfully perform all of its obligations under the Contract. Such experience and qualifications shall relate to both the Bidder and to any individuals it proposes to assign to the Project. The contractor shall provide documentation of three successfully completed water or wastewater plant upgrades or modifications projects involving chemical systems, each with a minimum construction value of \$1 million dollars within the past seven (7) years. In addition to the Corporate Experience Form which must be executed, notarized, and submitted with its Bid, any Bidder shall also provide such other reasonable information as may be subsequently requested by Owner in order to evaluate whether or not the Bidder is qualified and responsible to perform the Contract (see Section 00420 – Bidder's Qualifications).

1.08 Bid Security

- A. Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the project Base Bid. In the alternative, Contractor may deposit with Owner a cashier's check, certified check, or cash in an amount equal to five percent of the project Base Bid, said deposit made under the same conditions as the furnishing of a surety bond. Approval of the Bid Security by Owner shall be a condition precedent to the award of the Contract
- B. Attorneys-in-fact who sign Bid Bond or Payment Bonds and Performance must file with each Bond a certified and effective dated copy of their power of attorney.

1.09 Addenda and Interpretations

- A. No interpretations of the meaning of the Contract Documents will be made orally to any Bidder. All questions related to the Project shall be submitted via email no later than 10:00 a.m., local time, on ~~Monday, December 12, 2022~~ **Tuesday, January 10, 2023 [ADD NO. 2]** to James McCullough at James.McCullough@r2tinc.com. Questions, if answered, will be addressed by Addenda to the Contract Documents via the Q&A tab on the CIVCAST website for the project. Receipt of any Addenda or amendment to this Advertisement for Bids shall be acknowledged, in writing, and shall be submitted with the Bid.

1.10 Material Suppliers and Subcontractors

- A. Upon execution of the Contract, Contractor shall submit to Owner the identity of all Subcontractors, Suppliers, and other person and organizations proposed for those portions of the work identified in paragraph 7.06. of the General Conditions. Information shall include an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization.
- B. If Successful Bidder declines to make a substitution of Subcontractor, Supplier, person, or organization acceptable to Owner, as required by paragraph 7.05 E. of the General Conditions, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. Declining to

make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the General Conditions paragraph 7.05 B.

1.11 MBE/WBE/DBE Participation

- A. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority, women and disadvantaged-owned businesses. Bidders are encouraged to solicit minority, women and disadvantaged-owned businesses whenever they are potential sources.
- B. Bidders are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the Office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority, women and disadvantaged-owned businesses.
- C. The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online at: <http://www.dot.ga.gov/PS/Business/DBE>

1.12 SLBE Participation

- A. Clayton County Water Authority (CCWA) has implemented a Small Local Business Enterprise Program to promote full and open competition in all government procurement and purchasing.
- B. Goals for participation of Small Local Business Enterprises (SLBEs) are set on a contract-by-contract basis for each specific prime contract with subcontracting possibilities.
- C. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting subcontractors. CCWA also wants to encourage Bidders to utilize small, minority or woman-owned businesses whenever possible.
- D. See Section 00430.01 SLBE Program – Goal.

1.13 Nondiscrimination

- A. No Bidder or Subcontractor, nor any person on its behalf, shall refuse to hire, employ, or license, nor bar or discharge from employment, any individual between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction, provided that individual is qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or for which he applies.

1.14 Wage Rates

- A. The work under these Bid documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the state are applicable.

1.15 Contract Documents

- A. All elements of the Contract Documents except Addenda are itemized by the Tables of Contents and Index to Drawings. Each Bidder is responsible for ascertaining that the Bidder has a complete set of Documents and that each page and sheet thereof applies to the correct project and bears the correct date. Neither the Owner nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

1.16 Submission of Bids

- A. Bid Form and attachments may be photocopied for submission of Bids.
- B. Submit Bids not later than the time prescribed, at the place, and in the manner set forth in the Advertisement for Bids. Enclose Bids in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Bids must be made on the prescribed Bid Form provided and submitted with the attachments listed below.
- C. Bidders shall complete and submit the following attachments with its Bid:
 - 1. Section 00300 Bid Form
 - 2. Section 00420 Bidders Qualifications
 - 3. Section 00430.01 CCWA SLBE Certification Letter or CCWA SLBE Application (if applicable)
 - 4. Section 00431 Georgia Bid Bond
 - 5. Section 00480 Statement of Noncollusion
 - 6. Section 00483 Certification of Absence of Conflict of Interest for Development of Specifications of Scope Work
 - 7. Section 00485:
 - a. Georgia Security and Immigration Compliance Act of 2006
 - b. Exhibit A - Contractor Affidavit and Agreement
 - c. Exhibit A-1 – Subcontractor Affidavit
 - 8. Section 00487 W-9 Form (Company name must match the Vendor Information Form and must be registered with the [Georgia Secretary of State](#))
 - 9. Section 00489 Vendor Information Form (Company name must match the W-9 Form)
 - 10. Any and all addenda issued prior to the bid date

- D. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for Work contemplated, all Bids in which such Bidder is interested will be rejected.
- E. 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.

1.17 Contract Award

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further consideration on the work to be provided under the Contract Documents.
- C. If the Contract is to be awarded, Owner will give Successful Bidder Notice of Award within 60 days after the day of the Bid opening.
- D. Owner reserves its 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 that it would not be in the best interest of the Project to make an award to that 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 Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the work. Discrepancies in the quantity multiplied by unit price and the extended total amount will be resolved in favor of the quantity multiplied by unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- E. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner shall have the right to accept alternates in any order or combination, unless otherwise provided in the Bid Documents.
- F. The Contract will be awarded to the successful Bidder. The selected firm will be given written notification of being selected and the Owner reserves the right to negotiate however a contract must be executed with the selected firm prior to the beginning of the

actual services. In general, the contract will comply with applicable laws and standard provisions and shall contain the following terms: Detailed scope of services, schedule for providing services, and cost of services. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

- G. In the event that, after the award of Bid recommendation by the Board of Directors of the CCWA, any unsuccessful Bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful Bidder by the Board. Said Notice shall be an express condition precedent to the right of any Bidder to challenge or contest any award or to otherwise contend that it should have been awarded the contract. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the state of Georgia or of the United States.
- H. The successful Bidder to whom the Contract is awarded will be required to execute the Contract and obtain the Performance Bond and Payment Bond in the amount not less than 100% of the contract amount required herein within 10 calendar days from the date when Notice of Award is delivered to that Bidder. Approval of the Payment Bond and Performance Bond by the Owner shall be a condition precedent to execution of the Contract by the Owner. In the event the Contract Price is adjusted by appropriate Change Order, the penal sum of the surety on the Payment Bond and the Performance Bond shall be deemed increased by like amount. The Notice of Award shall be accompanied by the Contract and Bond forms to be executed. In case of failure of the successful Bidder to execute the Contract, the Owner may at its option consider the Bidder in default, in which case the Bid Bond accompanying the Bid shall become the property of the Owner.
- I. The Owner, within 10 days of receipt of an acceptable Insurance, Performance Bond, Payment Bond and Contract signed by the successful Bidder, shall sign and return to the Bidder an executed duplicate of the Contract and the Bid Bond. Should the Owner not execute the Contract within the allowed period, the successful Bidder may give written notice of intent to withdraw the signed Contract. If 10 days after the Owner has received notice of intent to withdraw by the successful Bidder, the Owner has not executed the Contract; the Bidder may by written notice withdraw the signed Contract without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner, and the Owner immediately thereupon shall return to the successful Bidder the Bid Bond.
- J. The Notice to Proceed shall be issued within 30 days of Owner's receipt of the Contract executed by the Bidder. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the allowed time or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the part of either party.

1.18 Preconstruction Conference

- A. The attention of Bidders is particularly called to the preconstruction conference that will be held with the successful Bidder and all known subcontractors upon the issuance of a Notice to Proceed. This conference will cover provisions pertaining to schedules, payment requests, submittals, and other items related to the Contract.

1.19 Georgia Security and Immigration Compliance Act of 2006

- A. Pursuant to the Georgia Security and Immigration Compliance act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of labor Rule 300-10-02 are conditions of this agreement. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

SECTION 00300

BID FORM

ARTICLE 1 – BID RECIPIENT

- 1.01 Bid of Lakeshore Engineering, LLC (hereinafter "Bidder"), organized and existing under the laws of the State of Georgia, doing business as Corporation (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable). Submitted to the Clayton County Water Authority (hereinafter "Owner").

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS AND CERTIFICATIONS

- 2.01 In compliance with your Advertisement for Competitive Sealed Bid, Bidder hereby proposes to perform all Work for the **W.J. Hooper Water Production Plant Chemical Storage Systems** in strict accordance with the Contract Documents as enumerated in the Advertisement for Competitive Sealed Bid, within the time set forth therein, and at the prices stated below.
- 2.02 In submitting this bid, Bidder certifies that the Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Site Visit

12/8/2022

(insert date)

- 2.03 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.
- 2.04 In submitting this Bid, Bidder acknowledges and accepts Contractor's representations as more fully set forth in Section 00500 Agreement.
- 2.05 In submitting this Bid, Bidder certifies Bidder is qualified to do business in the state where the Project is located as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.
- 2.06 In submitting this Bid, Bidder accepts all terms and conditions of the Bidding Documents. Contract Execution: The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with Owner on the form included in the Bidding Documents to perform and furnish Work as specified or indicated in the Bidding Documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding documents.

- 2.07 Insurance: Bidder further agrees that the Bid amount(s) stated herein includes specific consideration for the insurance coverages specified in Section 00700 General Conditions and Section 00730 Supplementary Conditions.
- 2.08 Liquidated Damages: Bidder accepts the provisions in Section 00500 Agreement as to liquidated damages.
- 2.09 Sales and Use Taxes: Bidder agrees to cooperate with Owner in accordance with the provisions in Section 00730 Supplementary Conditions paragraph 7.10E.
- 2.10 Addenda: The Bidder hereby acknowledges that he has received the following Addenda to these Specifications (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid includes all impacts resulting from said Addenda.

Addendum No.	Date Received	Addendum No.	Date Received
1	12/19/22	3	1/12/23
2	1/06/23		

ARTICLE 3 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the amount as listed below. Total bid amount shall be shown in words and numbers. In case of discrepancy, the bid amount shown in words will govern.

3.01 Bid Item 1 - Lump Sum Bid

Bidder agrees to accept as full payment for the **Lump Sum Work** proposed within the Bidding Documents, based upon the undersigned's own estimate of quantities and costs and including taxes, overhead, and profit, the following:

LUMP SUM BID PRICE: \$ 2,077,000.00

3.02 Bid Item 2 - Cash Allowances

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a cash allowance basis.

Bid Item	Description	Cash Allowance
2.1	Construction Verification Surveying	\$5,000

3.03 Bid Item 3 - Contingency Allowances

Bidder agrees that the following allowance, as further described in Measurement and Payment for additional work, will be furnished and paid for on a contingency allowance basis.

Bid Item	Description	Contingency Allowance
3.1	Unforeseen Work Elements	\$200,000

3.04 Bid Item 4 - Unit Price Work

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved.

Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Bidding Documents.

Bidder acknowledges that unit prices have been computed in accordance with Section 00700 General Conditions paragraph 11.03.B and Section 01210 Progress Payment Procedures.

Bidder further acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities. Unit Price Items 4.1-4.12 are for additional work beyond that shown in the Lump Sum as defined in the Contract Documents.

Unit Price Bid Schedule – For Additional Work if Approved by the Owner					
Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount
4.1	Joint Sealant (Removal and Replacement)	500	LF	\$ 18.00	\$ 9,000.00
4.2	Crack Injection (At Containment Walls) Polyurethane Product	50	LF	\$ 110.00	\$ 5,500.00
4.3	Chemical Resistant Coating	1000	SF	\$ 30.00	\$ 30,000.00
4.4	Concrete Equipment Pad Demo & Removal	30	CY	\$ 500.00	\$ 15,000.00
4.5	Concrete Equipment Pad Placement	30	CY	\$ 600.00	\$ 18,000.00
4.6	Emergency Shower/Eyewash	5	EA	\$ 5,000.00	\$ 25,000.00
Metal Building Systems					
4.7	Zee Purlin Replacement	200	LF	\$ 7.50	\$ 1,500.00
4.8	C-Shape Blocking Replacement	60	LF	\$ 5.00	\$ 300.00
4.9	Columns (Sandblasting and Repainting)	20	LF	\$ 120.00	\$ 2,400.00
4.10	Columns (Replacement Sections)	20	LF	\$ 500.00	\$ 10,000.00
4.11	Gutter Replacement	20	LF	\$ 12.00	\$ 240.00
4.12	Downspout Replacement	60	LF	\$ 8.00	\$ 480.00
Total of all Unit Price Items					\$ 117,420.00

Bidder acknowledges that the total of the amounts shown above are estimated amounts to be included in the Base Bid, and that final payment will be based on actual costs as determined in conformance with the Bidding Documents and as authorized by Change Order.

3.05 Total Base Bid

TOTAL BASE BID PRICE (Sum of Bid Items 1, 2, 3, and 4): \$ 2,399,420.00

TOTAL BASE BID WRITTEN IN WORDS

Two million three hundred ninety nine thousand four hundred twenty Dollars and zero Cents

ARTICLE 4 – LIST OF SUBCONTRACTORS

4.01 The Bidder submits the following list of Subcontractors to be used in the performance of work to be done on said Project.

AREA OF SPECIALIZATION	SUBCONTRACTOR Or "Self-Perform"
Roofing/Pre-Engineering Metal Building	FE Steel LLC.

- A. The list of Subcontractors and all responsibilities of all disciplines shall be based on requirements of the Contract Documents.
- B. It is understood and agreed that, if awarded a Contract, the Contractor will not make any additions, deletions, or substitutions to this list without the consent of the Owner.

ARTICLE 5 – EQUIPMENT / MATERIAL MANUFACTURERS

5.01 Owner Selected Equipment/Supplier Schedule

The Bidder shall provide identification of the equipment manufacturer being supplied for each component listed below. See specifications for approved manufacturers for each component.

Item	Component	Specification Section	Selected Manufacturer
1	Polyethylene Storage Tanks	13057	A: Polyprocessing B: Snyder
2	Chemical Transfer Pumps	11308	A: March B: Iwaki
3	Instrumentation and Controls	N/A – See Electrical Drawings	A: MR Systems (No Exceptions)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Section 00700 General Conditions paragraph 15.06 on or before the dates or within the number of calendar days indicated in Section 00500 Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – SURETY

7.01 If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bonds shall be:

The Berkley Insurance Company whose address is

465 Steamboat Road, Greenwich, CT 06830

Street

City

State

Zip

ARTICLE 8 – SLBE IDENTIFICATION

8.01 Is the Bidder a CCWA-certified SLBE? Yes No

County: _____


ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted on January 17, 2023 by:

Corporation Name: Lakeshore Engineering, LLC

Georgia


(State of Incorporation)

By: 
(Signature – Attach evidence of authority to sign)

Name and Title: Garland Long, President
(Typed or Printed)

(CORPORATE SEAL)



Attest 
(Secretary) Notary
Georgia Utility Contractor's License Number: UC302050

1/17/2023
(Date)

Jeffrey A Laurion
Notary Public
State of Georgia
Cherokee County
Exp: 2/10/27

(Successful Bidder will be required to hold a valid Georgia Utility Contractor's License)

Business Address: 1259 Ellsworth Dr, Atlanta, GA 30318

Phone No.: 404 355-3976

E-mail: glong@lakeshoreengineering.com

Website: www.lakeshoreengineering.com

END OF SECTION

SECTION 00420
BIDDERS QUALIFICATIONS

ARTICLE 1 – REQUIREMENTS

- 1.01 Per Section 00100 Instructions to Bidders, the Bidder must be able to demonstrate minimum contractor corporate experience as a condition of being deemed a responsible Bidder.
- A. To assess the Bidder's qualifications, a Corporate Experience Form, Certification of Absence of Conflict of Interest for Development of Specifications of Scope of Work, and Project Information Forms must be submitted with the Bid.
 - B. Bidder to submit as many Project Information Forms as necessary to verify the minimum contractor corporate experience.
 - C. All questions must be answered, and the data given must be clear and comprehensive.

ARTICLE 2 – SUPPLEMENTS

- 2.01 The supplement listed below, following "END OF SECTION", is part of this Specification.
- A. Corporate Experience Form
 - B. Project Information Form (Minimum of three (3) reference projects required in accordance with Section 00100 – Instructions to Bidders)

END OF SECTION

CORPORATE EXPERIENCE FORM

(Page 1 of 3)

If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. Please type all information. **This form must be notarized.**

1. Name of Bidder: Lakeshore Engineering, LLC

2. Permanent main office address, phone numbers, and email address of primary contact:
1259 Ellsworth Dr, Atlanta, GA 30318
Contact: Garland Long - 404 355-3976; glong@lakeshoreengineering.com

3. When organized: 2009

4. If a Corporation, where incorporated: GA

5. How many years has the Bidder been engaged in the contracting business under its present firm or trade name? 13

6. General description of type of work performed by the Bidder's company: _____
Utility, General Contractor & Engineering

7. Has the Bidder ever failed to complete any job awarded to it? If so, please provide details including where and why. No

8. Has the Bidder ever failed to complete a job on time? If so, please provide details including how late was it?
No

9. Has the bidder ever been assessed liquidated damages? If so, please provide details including where and why.
No

CORPORATE EXPERIENCE FORM

(Page 2 of 3)

10. Has the bidder ever been in litigation or arbitration with the Owner. If so, please provide details including where and why.

No

11. Has the Bidder ever defaulted on a contract? If so, please provide details including where and why? No

12. Has the Bidder ever refused to sign a Contract at the original bid price? If so, please provide details including where and why? No

13. Names, position and years of experience of the principal members of the Bidder's organization, including officers:

Name	Position	Years of Experience
Garland Long	President	30
Jeff Laurion	Vice President	25

CORPORATE EXPERIENCE FORM

(Page 3 of 3)

14. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

I, Garland Long, certify that I am President of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

Bidder: Lakeshore Engineering, LLC

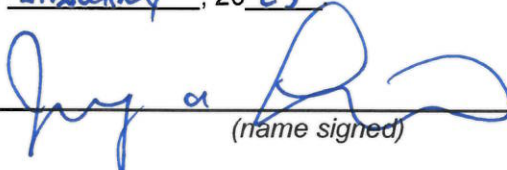
By: 
(name signed)

Garland Long
(name printed or typed)

Title: President

Date: January 17, 2023

Subscribed and sworn to me this 17th day of January, 2023

Notary Public: 
(name signed)

JEFF A. LAURION
(name printed or typed)

Commission Expires: 2/6/27
(Date)

Jeffrey A Laurion
(SEAP) Public
Notary Public
State of Georgia
Cherokee County

PROJECT INFORMATION FORM

(Page 1 of 2)

Complete a "Project Information Form" for each project required to verify Bidder's corporate experience. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. Please type all information.

Applicant Name: Lakeshore Engineering, LLC

Project Title: North Chattahoochee Interceptor Pump Station Improvements

Project Location: Peachtree Corners, GA

Project Manager: Brandon Dow

Superintendent: Tim Raby

Project Description: Upgrade to existing wastewater pump station including chemical system addition

Project Owner:

Owner Name: Gwinnett County Department of Water Resources

Contact Person: Tyler Tanksley

Phone Number: (678) 997-7756

Design Firm:

Company Name: Brown & Caldwell - Johnathan Jackson (770) 673-3671

Contact Person: _____

Phone Number: _____

Construction Contract Administration:

Company Name: Brown & Caldwell - Johnathan Jackson (770) 673-3671

Contact Person: _____

Phone Number: _____

PROJECT INFORMATION FORM

(Page 2 of 2)

Contract:

Bid Date: December 13, 2017

Bid Price / Contract Amount: \$4,604,112.00

Final Contract Price: \$5,443,155.00

Contract Time

Initial: 365 days

Final: 365 days

Completion Date: June 2018

Explain Reasons for Variances to Contract Amount and/or Time: additional scope was added

Major Subcontractors (or state 'self-perform'):

Electrical: M.E. Contractors, Inc.

Subcontractor PM: Ron Stroud

Address: _____

Phone Number: _____

Instrumentation & Controls: Global Controls

Subcontractor PM: Kishor Ghandi

Address: _____

Phone Number: _____

Other: _____

Subcontractor PM: _____

Address: _____

Phone Number: _____

END OF SECTION

PROJECT INFORMATION FORM

(Page 1 of 2)

Complete a "Project Information Form" for each project required to verify Bidder's corporate experience. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. Please type all information.

Applicant Name: Lakeshore Engineering, LLC

Project Title: Snapping Shoals WPCP

Project Location: Rockdale County,GA

Project Manager: Jeff Laurion

Superintendent: Michael Bowen

Project Description: Construction of new 3 MGD water treatment plant. Project included earthwork, concrete, mechanical, and electrical. Mechanical equipment included chemical feed tanks, pumps & piping.

Project Owner:

Owner Name: Rockdale Water Resources

Contact Person: David Cervone (678) 476-4728

Phone Number: _____

Design Firm:

Company Name: CDM Smith - John Chandler (404) 720-1377

Contact Person: _____

Phone Number: _____

Construction Contract Administration:

Company Name: CDM Smith - John Chandler (404) 720-1377

Contact Person: _____

Phone Number: _____

PROJECT INFORMATION FORM

(Page 2 of 2)

Contract:

Bid Date: May 24, 2018

Bid Price / Contract Amount: 26,630,915.00

Final Contract Price: 24,923,566.00

Contract Time

Initial: 18 months

Final: 18 months

Completion Date: 11/01/2021

Explain Reasons for Variances to Contract Amount and/or Time: _____

Project was value engineered to meet Owner's budget.

Major Subcontractors (or state 'self-perform'):

Electrical: M.E. Contractors, Inc.

Subcontractor PM: Ron Stroud

Address: _____

Phone Number: _____

Instrumentation & Controls: Southern Flow

Subcontractor PM: John Ronan

Address: _____

Phone Number: _____

Other: _____

Subcontractor PM: _____

Address: _____

Phone Number: _____

END OF SECTION

PROJECT INFORMATION FORM

(Page 1 of 2)

Complete a "Project Information Form" for each project required to verify Bidder's corporate experience. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. Please type all information.

Applicant Name: Lakeshore Engineering, LLC

Project Title: Reynolds Plantation Water Treatment Plant

Project Location: Greensboro, GA

Project Manager: Brandon Dow

Superintendent: Chris Cothorn

Project Description: Construction of new water treatment plant which included construction of new chemical feed building which included tanks, pumps and piping.

Project Owner:

Owner Name: Piedmont Water

Contact Person: Adam Shaifer - (404) 234-3629

Phone Number: _____

Design Firm:

Company Name: Fortis Engineering - Mark Pittard (770) 402-8452

Contact Person: _____

Phone Number: _____

Construction Contract Administration:

Company Name: _____

Contact Person: _____

Phone Number: _____

PROJECT INFORMATION FORM

(Page 2 of 2)

Contract:

Bid Date: 8/23/18

Bid Price / Contract Amount: \$11,600,000.00

Final Contract Price: \$11,600,000.00

Contract Time

Initial: 12 months

Final: 12 months

Completion Date: 6/15/2021

Explain Reasons for Variances to Contract Amount and/or Time: _____

Major Subcontractors (or state 'self-perform'):

Electrical: M.E. Contractors, Inc.

Subcontractor PM: Ron Stroud - (404) 427-4425

Address: _____

Phone Number: _____

Instrumentation & Controls: JK Duren

Subcontractor PM: _____

Address: _____

Phone Number: _____

Other: _____

Subcontractor PM: _____

Address: _____

Phone Number: _____

END OF SECTION

SECTION 00430.01
SLBE PROGRAM - GOAL

1.01 Program Overview

- A. Clayton County Water Authority (CCWA) implemented a Small Local Business Enterprise (SLBE) Program to promote full and open competition in all government procurement and purchasing.
- B. The SLBE program provides an additional race-and gender-netrual tool for the Authority to use in its efforts to ensure that all segement of its local business community have a reasonable and significant opportunity to participate in Authority Solicitations.
- C. SLBEs must perform a commercially useful function, which means performance of provision of real and actual services under the contract or subcontract with CCWA. Factors such as the nature and amount of the work subcontracted; whether the SLBE has the skill and expertise to perform the work for which it has been certified; whether the SLBE actually performs, manages or supervises the work; and whether the SLBE intends to purchase commodities and/or services from a non-SLBE and simply resell them will be considered in determining if the SLBE is performing a commercially useful function.
- D. SLBE in CCWA refers to a locally-based small business which meets the following criteria:
 - 1. Independently owned and operated business concern whose average annual gross receipts for the previous three years must not exceed: (1) Construction Firms – \$18,250,000; (2) Professional Services Firms – \$5,500,000; (3) Architectural Firms – \$3,750,000; (4) Engineering Firms – \$7,500,000, and (5) Goods and Services – less than 250 employees.
 - 2. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year.
 - 3. Note: Complete CCWA SLBE Certification Requirements are listed on the Provisional and General Certification Applications; <https://www.ccwa.us>. To be considered a CCWA SLBE Certified Firm, the vendor shall complete the application process by the bid submission deadline.

4. To encourage participation in contracting regardless of company size, the Authority provides bidders with Bid Incentives to ensure that small businesses maintain a competitive advantage in the Authority's bidding process. The Authority's three Bid Incentives; Bid Discounts, Preference Points, and SLBE Goal Incentives utilization are determined on a solicitation by solicitation basis.

1.02 SLBE Goal Incentive

- A. Goal Incentives for participation of CCWA Certified SLBE Firms are set on a contract by contract basis for each specific prime contract with subcontracting possibilities. The Prime Contractor bidding on this solicitation shall meet the objectives of the SLBE Goal by utilizing sub-contractors listed as Certified SLBE Firms with the Authority.
- B. CCWA wants to ensure that Bidders are non-discriminatory in their process of selecting sub-contractors. Bidder shall meet the Subcontractor Goal Participation percentage set for the project via good faith efforts in securing active CCWA Certified SLBE Firms as subcontractors. The Prime Contractor must employ and document the Good Faith Efforts for all subcontracts, even if the Prime Contractor has achieved the fair share objectives of the SLBE Goal Percentage. Efforts must be documented in the Pre-Award-CCWA SLBE Goal Incentive Forms 1-4.
 1. The **SLBE Subcontractor Utilization Goal** for this procurement is 5%.
 2. **Good Faith Effort** - demonstration of a minimum of 4 CCWA Certified SLBE Firms contacted to achieve the SLBE Subcontractor Utilization Goal.
 3. **CCWA SLBE Goal Incentive Forms** submission as listed in the SLBE Appendix. (All forms included in this solicitation must be completed for Bidder to be considered responsive.)
- C. The awarded bidder must comply with SLBE Monthly Participation Report Requirement as discussed in the SLBE Appendix.
- D. No substitution/replacement for any SLBE Subcontractor, vendor, or previously selected Subcontractor/vendor by the Prime shall be made without written notification to CCWA and the approval by CCWA. A Prime cannot arbitrarily terminate a SLBE Subcontractor and self-perform the work without requesting a waiver and written approval from CCWA in advance.

- E. SLBE Subcontractors can be replaced if they are unable or unwilling to perform the contracted work, or for other appropriate reasons, which are documented in writing. If it appears that the SLBE subcontracting requirement cannot be achieved, the Prime Contractor shall immediately notify CCWA in writing accompanied by the appropriate documentation. Good Faith Effort used to try to meet at least a portion of the requirement should be documented and submitted to CCWA for evaluation. All Prime Contractors must use the “Request for SLBE Subcontractor Removal/Substitution Form” which is set form herein as “FORM SLBE-6.”

1.03 SLBE Conclusion

- A. Although participation in the SLBE program is not a requirement to participate in contracting with CCWA, it is a requirement to comply with making the “good faith efforts” as outlined in the SLBE Goal Incentive Section 1.02.
- B. By signing the bid, the bidder is certifying that he/she has complied with the requirements of this program. Contact the Small Business Procurement Coordinator at ccwa_slbe_program@ccwa.us for a list of CCWA Certified SLBE Firms.

1.04 SLBE Appendix (CCWA SLBE Goal Incentive Forms)

A. Pre Award - To be submitted with Bid Package:

1. SLBE-1 – Covenant of Non-Discrimination: The signed agreement stating that the firm will not discriminate on the basis of a firm’s size (revenue or employee count) with regard to prime contracting, subcontracting, or partnering opportunities.
2. SLBE-2 – Sub-Contractor Contact Form: A list of all firms contacted to participate as SLBE sub-contractors/suppliers on a contract.
3. SLBE-3 – SLBE Sub-Contractor/Supplier Utilization Form: A list of all firms procured as SLBE sub-contractors/suppliers to be utilized on a contract.
4. SLBE-4 – Statement of Good Faith Efforts (Including the Checklist): Documented efforts to seek and procure the utilization of SLBEs as sub-contractors/suppliers on a contract where a goal is required.

B. Post Award - To be submitted post-award:

1. SLBE-5 – Post Award – Monthly SLBE Participation Report – Contract Goal: Report detailing percentage of SLBE participation (work performed) and payments to SLBEs on a contract.
2. SLBE-6 Request for Subcontractor Removal/Substitution Form: Required to fill out and obtain approval if a SLBE subcontractor is being substituted following award.

FORM SLBE-1


COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the Clayton County Water Authority (CCWA) to promote full and equal business opportunity for all persons doing business with CCWA. The undersigned covenants that we have not discriminated on the basis of a firm's revenue or employee count with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SLBE-2, SLBE-3 and SLBE-4. Set forth below is the signature of an officer of the proposing entity with CCWA to bind the entity.

I, Garland Long, President (Name, Title), on behalf of Lakeshore Engineering, LLC (Company), by my signature below, do hereby promise:

1. To adopt the policies of Clayton County relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of CCWA;
2. Not to otherwise engage in discriminatory conduct;
3. To provide a discrimination-free working environment;
4. That this Covenant of Non-Discrimination shall be continuing in nature and shall remain in full force and effect without interruption; and
5. That this Covenant of Non-Discrimination shall be incorporated by reference into any contract or portion thereof which we may hereafter obtain.

We understand that our failure to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract.

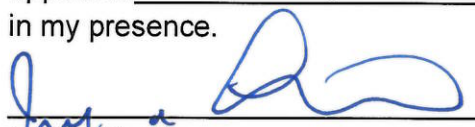


Signature of Attesting Party

President

Title of Attesting Party

On this 17th day of January, 2023, before me appeared Garland Long, the person who signed the above covenant in my presence.



Notary Public
Jeffrey A. Laurion
[Seal]
Notary Public
State of Georgia
Cherokee County

2/18/27

My Commission Expires

FORM SLBE-2

SUB-CONTRACTOR CONTACT- Cont'd

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

Name of Sub-Contractor/ Supplier	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SLBE or Non SLBE)	Results of Contact
Frontier DB	Jim Thompson	yes	roof replacement	SLBE	
Pride Roofing	Robert Cousins	yes	roof replacement	SLBE	
Contessa Const. Services	Marth McJilton	no	painting	SLBE	bid received
FE Steel LLC	Tim Smith	no	Roof replacement	NON SLBE	bid received

Bidder's Name:

Lakeshore Engineering, LLC

Project Name:

WJ Hooper Chemical Storage Improvements

Signature:



Date: 1/17/23

FORM SLBE-2

SUB-CONTRACTOR CONTACT

List all sub-contractors or suppliers (SLBE and Non-SLBE) that were contacted regarding this project.

Name of Sub-Contractor	Contact Name, Address and Phone Number	County of Clayton Business License? (Yes No)	Type of Work Solicited for	Business Ownership <small>(Enter SLBE or Non SLBE)</small>	Results of Contact
Llamas Coatings	Robert Stark	no	painting	SLBE	bid received
M.E. Contractors, Inc.	Ron Stroud	no	electrical	Non SLBE	bid received
Pittman Waller	Chuck Pollock	no	roof replacement	Non SLBE	bid received
Summit Const.	Tim Wilkrist	no	roof replacement	Non SLBE	bid received
W.E.B. Electrical	Duane Ruffin	no	electrical	Non SLBE	bid received
Ventech	Greg Grizzle	no	heat tracing	Non SLBE	bid received
Brown Electric	Lewis Brown	yes	electrical	SLBE	

FORM SLBE-3

INTENDED SUB-CONTRACTOR UTILIZATION FORM

List all sub-contractors (SLBE, NON-SLBEs), including lower tiers, to be used on this project.

Sub-Contractor Name	SLBE Certified (Yes No)	CCWA SLBE County (If Certified)	NIGP Code	Type of Work to be Performed	SLBE Certification No.	Estimate Dollar (\$) Value of Work	Percentage of Total Bid Amount
Contessa Constr. serv.	Y			Painting + Coatings		120,000.00	5%
Ventech	No			Heat Tracet Insulation		290,035.00	
FE Steel	No			Roofing			
MECI	No			Electrical			

Total SLBE Usage (%) 5%

Bidder's Company Name: Lakeshore Engineering, LLC

Date: January 17, 2023

Bidder's Contact Number: 404 355-3976

Project Name: WJ Hooper Chemical Storage Improvements

Signature: [Handwritten Signature]

FORM SLBE-4
STATEMENT OF GOOD FAITH EFFORTS

Instructions:

Prime Contractors must employ and document the Good Faith Efforts for all subcontracts, even if the Prime Contractor has achieved the fair share objectives of the SLBE Goal Percentage. The Statement of Good Efforts Checklist shall be utilized to achieve such objectives.


If you will not meet the Small Local Business Enterprises (SLBE) goal set forth in the RFB, in addition to the information included on the SLBE Form-2 – Sub-contractor Contact Form submitted with your bid, provide:

- A narrative explanation of why you cannot meet the SLBE goal and the steps taken to include SLBEs in your bid. Describe specific actions (i.e. phone calls, etc.) as required in the Statement of Good Efforts Checklist.
- Copies of solicitation notices sent via email, fax or mail, and the amount of time given for response. Describe efforts to follow up initial communications. Identify the individuals from your organization who performed these activities.

CERTIFICATION OF GOOD FAITH EFFORTS

(Please indicate actions achieved.)

- I hereby attest that I have exercised good faith efforts to meet the Small Local Business Enterprise goals for this bid by contacting the minimum required number of active CCWA Certified SLBE Firms to perform a commercially useful function as stated in the Scope of Work and logging those efforts on SLBE Form 2.
- As a result of those good faith efforts, I have been able to meet the SLBE SubContractor Utilization Goal.
- Despite such good faith efforts, I have not been able to meet the SLBE SubContractor Utilization Goal.



Authorized Signature

January 17, 2023

Date

Garland Long, President

Name and Title

Lakeshore Engineering, LLC

Name of Firm (Prime Contractor)

FORM SLBE-4 (Cont'd)
STATEMENT OF GOOD FAITH EFFORTS
Checklist

Please indicate whether or not any of the following actions were taken in achieving the Good Faith Effort set for this bid: For any questions answered no, Bidders shall submit narrative explanations and copies of supporting documentation.

<u>YES</u>	<u>NO</u>	<u>Action</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attendance at a pre-bid meeting, if any, scheduled by CCWA to inform SLBEs of subcontracting opportunities under a given solicitation; Advertisement for solicitation of SLBEs in general circulation media, trade association publications, and minority-focus media, to provide notice of subcontracting opportunities.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Advertisement in general circulation media at least seven (7) days prior to Bid or proposal opening any and all Sub-contractor opportunities. Proof of advertisement must be submitted with the Bid or Proposal.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provided interested SLBEs with timely, adequate information about the plans specifications, and other such requirements of the Contract to facilitate their quotation and conducted follow up to initial solicitations.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provided written notice to SLBEs that their interest in subcontracting opportunities or furnishing supplies is solicited. Provided a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified sub-contractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, and the amount of the quoted price if one was obtained.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Efforts were made to divide the work for SLBE subcontracting in areas likely to be successful and identify portions of work available to SLBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a Bidder/Proposer to perform the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Efforts were made to assist potential SLBE sub-contractors to meet bonding, insurance or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that an SLBE could not readily and economically obtain them in the marketplace.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of SLBEs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Communication with the CCWA Small Business Procurement Coordinator – SLBE Program Section seeking assistance in identifying available SLBEs.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exploration of joint venture opportunities with SLBEs.
<input type="checkbox"/>	<input type="checkbox"/>	Other actions (specify):

This list is a guideline and by no means exhaustive. CCWA will review these efforts, along with other documents, towards assessing the Bidder/Proposer's efforts to meet CCWA's SLBE Goal Incentive. Please contact the SLBE Program Section at ccwa_slbe_program@ccwa.us for the most recent list of CCWA Certified SLBE Firms.

END OF SECTION

FORM SLBE-5

POST AWARD – MONTHLY SLBE PARTICIPATION REPORT

Instructions To Contractors

The prime contractor must complete the participation report and submit the form with each pay application to the CCWA Project Manager in charge of the contract. Failure to submit this form will result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved SLBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. SLBE Amount: The amount of the contract for which the SLBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each SLBE has earned to-date under the contract.
8. Percent of Contract: This percentage is calculated using the contract amount and the total SLBE earnings-to-date. Divide the total total contract amount by the total SLBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved SLBE is to provide materials, goods or services, this completed form must be submitted to the CCWA Project Manager. The prime contractor must notify CCWA of any changes to SLBE firms.

When the prime contractor is an approved SLBE, it will only be necessary to complete the total SLBE earnings to-date. Joint ventures between non-SLBE and certified SLBE: Only that portion of the work for which the certified SLBE is responsible may be used to satisfy the requirement.

FORM SLBE-5
POST AWARD – MONTHLY SLBE PARTICIPATION REPORT

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

CONTRACT AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

SLBE GOAL % _____

SLBE AMOUNT \$: _____

NAME OF APPROVED SLBE	DESCRIPTION OF WORK	PRIOR EARNED PAY APPLICATION AMOUNT	CURRENT EARNED PAY APPLICATION AMOUNT	EARNINGS TO-DATE

TOTAL SLBE EARNINGS TO-DATE: _____

% CONTRACT: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CCWA AT ANY TIME.

SIGNED _____
PRIME CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

SIGNED _____ TITLE _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROGRAM LEVEL BY:

SIGNED _____ TITLE _____

FORM SLBE-6

Request for Subcontractor Removal/Substitution

Prior to submitting this form to Risk Management you must notify the SLBE in writing of your intent and allow the SLBE five (5) days to respond.

Request Date:	Contract/Project #		
Contract Value:	SLBE Contract Amount:	Amount Paid to SLBE:	
Prime Contractor Name:			
Prime Contractor Address:			
Prime Contact Name & Email:		Prime Contact Phone:	
Name of SLBE Firm:		SLBE Contact Name:	
SLBE Firm Address:		SLBE Contact Phone:	

Was SLBE firm given five (5) days written notice of intent? Yes or No If yes, please attach written notice.

Will the SLBE goal for the project still be met? Yes or No or N/A

Reason(s) for removal/substitution. **Check all that apply**

- The listed SLBE** is no longer in business.
- The listed SLBE** requested removal.
- The listed SLBE** failed or refused to perform under the terms of the contract or failed to furnish the listed materials.
- The work performed by **the listed SLBE** was unsatisfactory and was not in accordance with the scheduled specifications.

Name/Address of Substitution Contractor:	Is the substituted contractor an SLBE? <input type="checkbox"/> Yes or <input type="checkbox"/> No
Fully describe the type of work the substitute subcontractor will perform:	

Prime Authorized Signature:	Date:
Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Reason for rejection:	
Purchasing Manager Signature:	Date:

This form should be completed and submitted (with all required documentation) to:

Clayton County Water Authority
ATTN: PURCHASING DEPARTMENT-SLBE PROGRAM
1600 Battle Creek Rd.
Morrow, GA 30260

SECTION 00430

GEORGIA BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, that _____

Lakeshore Engineering, LLC, 1259 Ellsworth Drive, Atlanta, GA 30318

herein after called the PRINCIPAL, and _____

Berkley Insurance Company

a corporation duly organized under the laws of the State of DE

having its principal place of business at 465 Steamboat Road, Greenwich, CT 06830

_____ in the State of CT

and authorized to do business in the State of Georgia as SURETY, are held and firmly bound unto Clayton County Water Authority, as OWNER, hereinafter called the OBLIGEE, in the amount of five percent (5%) of the Total Bid Amount for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid for construction of the **W.J. Hooper WPP Chemical Storage Systems** said Bid, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the documents, entitled: **W.J. Hooper WPP Chemical Storage Systems**.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Total Bid Amount be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes a Performance Bond and Payment Bond in an amount equal to 100 percent of the contract amount, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the SURETY herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 17th day of January 2023.

Lakeshore Engineering, LLC
PRINCIPAL

By  _____

Berkley Insurance Company
SURETY

By  _____

Attorney-In-Fact Sean Tidwell

END OF SECTION

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *P. D. Yates, III; Daniel Yates; Alan R. Yates; Kevin M. Neideri; Betsy J. Holmes; Brian K. Hughes; Jeffery John Blanton; Dana D. Rutledge; Tina Marsh; Sandra Lawrence; or Sean Tidwell of Yates, LLC of Atlanta, GA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of April, 2022.

Attest:

(Seal) By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 19th day of April, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of January, 2023.

(Seal)

[Signature]
Vincent P. Forte

WARNING -- Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

SECTION 00483

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest For Development of Specifications or Scope of Work

Required for each contract or arrangement to prepare or develop specifications or requirements (O.C.G.A. § 36-80-28)

The undersigned Contractor (Consultant), who is entering into a contract or arrangement with the Clayton County Water Authority (CCWA) to prepare or develop specifications or requests for bids, requests for proposals, purchase order, or any other type of solicitation for CCWA, by signing below acknowledges and certifies to follow the requirements below:

- (1) Consultant shall avoid any appearance of impropriety and shall follow all of CCWA’s policies and procedures related to the project.
- (2) Consultant shall immediately disclose to CCWA any material transaction or relationship, including, but not limited to the Consultant, Consultant’s employees, agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, during the pendency of the contract or arrangement, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest.
- (3) Consultant acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to CCWA entitling CCWA to seek injunctive relief in addition to all other legal remedies.

Any person may bring an action to declare null and void any purchase in violation of this Code section or to seek injunctive relief and damages against a person who makes any type of solicitation in violation of this Code section.

DISCLOSURES (Write “N/A” if Non-Applicable): N/A

Lakeshore Engineering, LLC
NAME OF CONTRACTOR

Garland Long
Name of Contractor’s Authorized Official


Signature of Contractor’s Authorized Official

1/17/23
DATE

END OF SECTION

SECTION 00485

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit A and is incorporated into this Agreement by reference herein.


By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. X Fewer than 100 employees.

The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time.

Contractor: Lakeshore Engineering, LLC

Authorized Signature: 

Title: President

Date: January 17, 2023

**EXHIBIT A
CONTRACTOR AFFIDAVIT AND AGREEMENT**

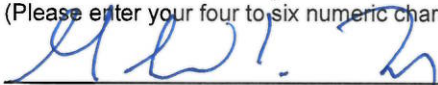
By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the Contract, the federal work authorization program – 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this Contract with the Clayton County Water Authority, the Contractor will only employ or Contract with subcontractor(s) who can present a similar affidavit verifying the subcontractor's compliance with O.C.G.A. 13-10-91. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the Contractor.

292618

EEV / Basic Pilot Program User Identification Number

(Please enter your four to six numeric characters)



BY: Authorized Officer or Agent

January 17, 2023

Date

President

Title of Authorized Officer or Agent if Contractor

Garland Long

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

17th DAY OF January, 2023.


Notary Public
My Commission Expires: 2/18/27

Jeffrey A Laurion
Notary Public
State of Georgia
Cherokee County

**EXHIBIT A-1
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of Contractor) _____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of this contract the federal work authorization program – 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), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the subcontractor(s) presenting such affidavit(s) to the Subcontractor.

EEV / Basic Pilot Program User Identification Number
(Please enter your four to six numeric characters)

BY: Authorized Officer or Agent
Subcontractor Name

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
____ DAY OF _____, 202____.

Notary Public
My Commission Expires:

*To Be
PROVIDED
AFTER B.I.D.*

END OF SECTION

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



COVER SHEET

Effective:
May 1, 2019

FOR

VENDOR INFORMATION FORM

*The enclosed Vendor Information Form is used by the Clayton County Water Authority (CCWA) for adding vendors to its financial database system that are awarded procurement or service work. This form has two parts. **Part 1** is designed to obtain general company information. Completion of this part is required to successfully add the vendors to CCWA's financial database system. **Part 2** is intended for information gathering purposes only. While information requested on Part 2 is optional to the vendors, it will help the CCWA obtain business ownership classification description from its vendors.*

Product(s) / Service(s) Provided: Select a NIGP code from the drop-down menu. If the code is unknown, you can search it by clicking the link provided on the form. Go to page 5. At the same time, press CTRL-F. This will open a small FIND box on your screen. In the box, type the key word that best describes your goods or services and click NEXT until you find the best fit. **Write down the 5 digit code number and go to the drop-down menu of this Form to select the code.**

For the purposes of executing this document, the following definitions apply:

- **Small Local Business Enterprise (SLBE)** is one that is at least 51% owned by one or more of the applicant individuals identified and a citizen or lawfully admitted permanent resident of the United States. Independently owned and operated with average annual gross receipts for the previous three years not exceeding (1) Construction Firms- \$18,250,000 (2) Professional Services Firms - \$5,500,000, Architectural Firms - \$3,750,000, Engineering Firms- \$7,500,000 and Goods & Services – less than 250 employees. Locally based, meaning located and operating in Clayton County or the ten (10) counties of Cherokee, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry, Rockdale and Spalding for at least one year prior to submitting application for certification.
- **A Woman Business Enterprise (WBE)** is one that is at least 51% owned by a Female, who also controls and operates the business, and is a permanent resident of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.
- **A Minority Business Enterprise (MBE)** is one that is at least 51% owned by one of the minority groups identified below, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia and must be lawfully licensed within the relevant jurisdiction.

Minority Groups:

- Hispanic American
 - African American
 - Native American
 - Asian American
 - Pacific Islander
- **A Disabled Citizen Enterprise (DCE) of the US** refers to a business that is at least 51% owned by one or more disabled US citizens, who also control and operate the business, and are permanent residents of the State of Georgia. The business must have a permanent, functioning office within the State of Georgia, and must be lawfully licensed within the relevant jurisdiction.

Vendor Information Forms should be submitted to the Procurement Department.

**For questions related to the verification of certifications, please email
ccwa_slbe_program@ccwa.us**



VENDOR INFORMATION FORM

Effective 5/1/19

PART 1

Vendor Name: _____

Phone Number: _____ Fax #: _____

E-Mail Address: _____

Mailing Address: _____

Pay to Address: _____

Same as above

ACH is a way to move money between banks electronically. If you are interested in ACH payments, please complete all of the information below, and attach a copy of a voided check confirming your account information:

Bank Name: _____

Routing No.: _____ Account No.: _____

Account Name: _____

Remittance to Email Address: _____

Vendors should send all invoices to: [CCWA Accounts Payable@ccwa.us](mailto:CCWA_Accounts_Payable@ccwa.us)

Entity Type: Individual/Sole Proprietor Employee Owned Company Partnership
 Privately Held Corporation/LLC Publicly Owned Company Attorney
 Other ... _____

Social Security or Tax Identification Number (TIN): _____

Payment Terms: NET 30 DAYS Other: _____

PRODUCTS / SERVICES PROVIDED:
Provide NIGP Code(s)

For help finding NIGP Codes, click here: [NIGP Code Listing](#)

Required: A signed W-9 form must be submitted with this form.

PART 2

(For information gathering purposes only. You are not required to complete PART 2).

COMPANY'S OWNERSHIP CLASSIFICATION - See Cover Sheet for additional information.

To participate in the Small Local Business Program, please complete the following section:

SLBE Are you certified? Yes No Certifying Agency _____

County of Primary Business Located: _____

If you are certified as one of the following classifications, please check the appropriate box:

WBE **MBE *** **DCE**

* IF MBE, PLEASE Hispanic American African American Pacific Islander

CHOOSE ONE ONLY: Native American Asian American

If "Publicly Owned Company" has been chosen, no other designation (Hispanic American, African American, Etc.) may be chosen. This option will serve as your company's classification.

Vendor Information Forms should be submitted to ccwa_slbe_program@ccwa.us.

If your company's ownership is certified as SLBE, WBE, MBE, or DCE with the State of Georgia (GDOT) Certification Program, Clayton County, DeKalb County or with the City of Atlanta, please submit a copy of your business certification (including your phone, fax, and email address) to: ccwa_slbe_program@ccwa.us Certification from any other entity is not needed at this time.

SECTION 00500
AGREEMENT

THIS AGREEMENT is by and between the Clayton County Water Authority (hereinafter called Owner) and Lakeshore Engineering, LLC (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall at its own cost and expense furnish all labor, services, tools, materials, equipment, and incidentals necessary to complete all Work as specified or indicated in the Contract Documents to construct the **W.J. Hooper Water Production Plant Chemical Storage Systems**.

ARTICLE 2 – ENGINEER

- 2.01 The Project has been designed by River to Tap, Inc., which is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES AND LIQUIDATED DAMAGES

3.01 Contract Time

- A. Contractor will achieve Substantial Completion and Work required on or before the date specified, or within 450 days from the date the Contract Times commence to run as provided in paragraph SC-4.01 A of the Supplementary Conditions and all Work will be finally completed and ready for payment in accordance with paragraph 15.06 of the General Conditions within 510 calendar days from the date the Contract Times commence to run.

3.02 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.01 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner at the daily rate of One Thousand Dollars

(\$1,000.00) per day for each day that expires after the time specified in Paragraph Contract Times above, for Substantial Completion until the Work is substantially complete.

- B. After Substantial Completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph Contract Times above for completion and readiness for final payment.
- C. Owner shall recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the conformed Bid, which is included as an Exhibit of this Agreement, an adjusted amount equal to the sum of the amounts determined pursuant to the following.

- A. Lump Sum Bid Price: \$ 2,077,000.00
- B. Plus: Cash Allowance Items
 - a. Construction Verification Surveying \$ 5,000.00
- C. Plus: Contingency Allowance Items
 - a. Unforeseen Work Elements \$ 200,000.00
- D. Plus: Unit Price Items
 - a. Joint sealant removal and replacement – 500 LF (estimated amount)
\$ 9,000.00
 - b. Crack injection with polyurethane product at containment walls – 50 LF (estimated amount)
\$ 5,500.00
 - c. Chemical resistant coating – 1000 SF (estimated amount)
\$ 30,000.00
 - d. Concrete equipment pad demolition and removal – 30 CY (estimated amount)
\$ 15,000.00

- e. Concrete equipment pad placement – 30 CY (estimated amount)
\$ 18,000.00
- f. Emergency safety shower/eyewash – 5 Units (estimated amount)
\$ 25,000.00
- g. Metal Building Systems: Zee purlin replacement – 200 LF (estimated amount)
\$ 1,500.00
- h. Metal Building Systems: C-Shape blocking replacement – 60 LF (estimated amount)
\$ 300.00
- i. Metal Building Systems: Column sandblasting and repainting – 20 LF (estimated amount)
\$ 2,400.00
- j. Metal Building Systems: Column replacement sections – 20 LF (estimated amount)
\$ 10,000.00
- k. Metal Building Systems: Gutter replacement – 20 LF (estimated amount)
\$ 240.00
- l. Metal Building Systems: Downspout replacement – 60 LF (estimated amount)
\$ 480.00

E. Total Contract Price:

Two million, three hundred and ninety-nine thousand, four hundred and twenty Dollars
(Words)

and Zero Cents
(Words)

\$ 2,399,420.00
(Figures)

ARTICLE 5 – EQUIPMENT/MATERIAL MANUFACTURERS SELECTED

Item	Component	Specification Section	Selected Manufacturer
1	Polyethylene Storage Tanks	13057	Polyprocessing
2	Seal-Less Magnetic Drive Pumps	11308	Iwaki
3	Instrumentation and Controls	N/A – See Electrical Drawings	MR Systems

ARTICLE 6 – RETAINAGE

6.01 Prior to Substantial Completion, Owner shall retain from progress payments 10 percent of the value of Work completed, and 10 percent of the value of stored materials and equipment. When Work has been 50 percent completed as determined by Owner, the provisions of paragraph SC-15.01 B. shall be applicable to the withholding of further retainage. Following Substantial Completion, Owner shall retain from progress payments an amount, not to exceed 200 percent of the value of the outstanding Work.

ARTICLE 7 – INTEREST

- A. Monies not paid when due as provided in the Contract Documents shall bear interest at the rate to be negotiated between Owner and Contractor.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor's representation are set forth as follows:
- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, general nature of work to be performed by Owner or others at the site that relates to Work required by the Contract Documents and local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of Work.
- B. Contractor has studied carefully reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents.

- C. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examination, investigations, explorations, tests, studies, and reports (in addition to or to supplement those referred to above) which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the Work as Contractor deems necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.03 of the General Conditions; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
- D. Contractor has reviewed and checked information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities, if any, at or contiguous to the site and has included costs as defined by paragraph 5.05 of the General Conditions.
- E. Contractor has correlated information known to Contractor and results of such observations, familiarizations, examinations, investigations, explorations, tests, studies, and reports with Contract Documents.
- F. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 The Contract Documents consist of the following:

- A. This Agreement as defined in Section 00700 General Conditions paragraph 1.01.A.13
- B. Except for the Notice to Proceed, Drawings, and Addenda, these Contract Documents are also listed in the Tables of Contents and are bound in three volumes, identified as Contract Documents for construction of the **W.J. Hooper Water Production Plant Chemical Storage Systems**.
- C. The Drawings bound to the Project Manual, comprising a set entitled “Contract Drawings for the W.J. Hooper Water Production Plant Chemical Storage Systems” as listed in Section 00015 List of Drawing Sheets in the Project Manual.
- D. Specifications, as listed in the table of contents of the Project Manual
- E. Standard details, bound with the above-noted volumes.

F. Addenda consisting of number 1 through _____, inclusive.

G. Exhibits to this Agreement include:

- a. Conformed Bid Form.
- b. Executed Performance and Payment Bonds.
- c. Documents submitted by Contractor prior to execution of Agreement
- d. Statement of Noncollusion.

9.02 The documents listed in Paragraph 9.01 above are attached to this Agreement (except as expressly noted otherwise above). Documents not attached are incorporated by reference.

9.03 The Contract Documents may only be amended or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are 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 Documents.

10.03 Successors and Assigns

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in six copies (two counterparts each have been delivered to Owner, Contractor, and Engineer). All portions of the Contract Documents have been signed by Owner and Contractor.

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

Owner: Clayton County Water Authority

Contractor: Lakeshore Engineering, LLC

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attest _____

Attest _____

Name: _____

Name: _____

Title: _____

Title: _____

Address for giving notices

Address for giving notices

1600 Battle Creek Road

Morrow, Georgia 30260

(CORPORATE SEAL)

Agent for service of process:

(If Contractor is a corporation, partnership, or limited liability company, attach evidence of authority to sign.)

(CORPORATE SEAL)

END OF SECTION

SECTION 00610
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT Lakeshore Engineering, LLC (as Contractor, hereinafter referred to as the "Principal"), and The Berkley Insurance Company (as Surety Company, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto the Clayton County Water Authority (as Owner, hereinafter referred to as the "Authority"), for the use and benefit of any "Claimant" as hereinafter defined in the sum of _____

_____ (\$ _____) lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Authority, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract"), for the construction of a project known as **W.J. Hooper WPP Chemical Storage Systems** (hereinafter referred to as "the Project").

NOW THEREFORE, the conditions of this obligation is such, that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the Authority, or the filing of a Lien against the property of the Authority affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 202__.

CONTRACTOR – PRINCIPAL:

By: _____

(name signed)

(name printed or typed)

Title: _____
Address: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

SURETY:

By: _____

(name signed)

(name printed or typed)

Title: _____
Address: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

SECTION 00620
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT Lakeshore Engineering, LLC (as Contractor, hereinafter referred to as the "Principal"), and The Berkley Insurance Company (as Surety Company, hereinafter referred to as the "Contractor's Surety"), are held and firmly bound unto the Clayton County Water Authority (as Owner, hereinafter referred to as the "Authority"), for the use and benefit of any "Claimant" as hereinafter defined in the sum of _____

_____ (\$ _____) lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Authority, dated _____, which is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract"), for the construction of a project known as **W.J. Hooper WPP Chemical Storage Systems**, (hereinafter referred to as "the Project").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and if the Principal and the Contractor's Surety shall indemnify and hold harmless the Authority from any and all losses, liability and damages, claims, judgments, liens, costs

and fees of every description, including but not limited to, any damages for delay, which the Authority may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract;
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the Authority to the Contractor's Surety;
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Authority.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this _____ day of _____, 202__.

CONTRACTOR – PRINCIPAL:

By: _____

(name signed)

(name printed or typed)

Title: _____

Address: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

SURETY:

By: _____

(name signed)

(name printed or typed)

Title: _____

Address: _____

Attest: _____

(name signed)

(name printed or typed)

Title: _____

(SEAL)

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



Endorsed by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

Copyright © 2013:

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

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

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

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

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	5
Article 2 – Preliminary Matters.....	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Before Starting Construction.....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives.....	7
2.05 Initial Acceptance of Schedules.....	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	8
3.04 Requirements of the Contract Documents.....	9
3.05 Reuse of Documents.....	10
Article 4 – Commencement and Progress of the Work.....	10
4.01 Commencement of Contract Times; Notice to Proceed.....	10
4.02 Starting the Work.....	10
4.03 Reference Points.....	10
4.04 Progress Schedule.....	10
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas.....	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions.....	14
5.05 Underground Facilities.....	15

5.06	Hazardous Environmental Conditions at Site	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance	20
6.04	Owner’s Liability Insurance	23
6.05	Property Insurance	23
6.06	Waiver of Rights	25
6.07	Receipt and Application of Property Insurance Proceeds	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence.....	26
7.02	Labor; Working Hours.....	26
7.03	Services, Materials, and Equipment	26
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties	31
7.08	Permits.....	31
7.09	Taxes	32
7.10	Laws and Regulations	32
7.11	Record Documents	32
7.12	Safety and Protection	32
7.13	Safety Representative.....	33
7.14	Hazard Communication Programs.....	33
7.15	Emergencies.....	34
7.16	Shop Drawings, Samples, and Other Submittals	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site.....		38
8.01	Other Work	38
8.02	Coordination	39
8.03	Legal Relationships	39

Article 9 – Owner’s Responsibilities.....	40
9.01 Communications to Contractor.....	40
9.02 Replacement of Engineer.....	40
9.03 Furnish Data.....	40
9.04 Pay When Due.....	40
9.05 Lands and Easements; Reports, Tests, and Drawings.....	40
9.06 Insurance.....	40
9.07 Change Orders.....	40
9.08 Inspections, Tests, and Approvals.....	41
9.09 Limitations on Owner’s Responsibilities.....	41
9.10 Undisclosed Hazardous Environmental Condition.....	41
9.11 Evidence of Financial Arrangements.....	41
9.12 Safety Programs.....	41
Article 10 – Engineer’s Status During Construction.....	41
10.01 Owner’s Representative.....	41
10.02 Visits to Site.....	41
10.03 Project Representative.....	42
10.04 Rejecting Defective Work.....	42
10.05 Shop Drawings, Change Orders and Payments.....	42
10.06 Determinations for Unit Price Work.....	42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work.....	42
10.08 Limitations on Engineer’s Authority and Responsibilities.....	42
10.09 Compliance with Safety Program.....	43
Article 11 – Amending the Contract Documents; Changes in the Work.....	43
11.01 Amending and Supplementing Contract Documents.....	43
11.02 Owner-Authorized Changes in the Work.....	44
11.03 Unauthorized Changes in the Work.....	44
11.04 Change of Contract Price.....	44
11.05 Change of Contract Times.....	45
11.06 Change Proposals.....	45
11.07 Execution of Change Orders.....	46
11.08 Notification to Surety.....	47
Article 12 – Claims.....	47

12.01	Claims	47
Article 13 –	Cost of the Work; Allowances; Unit Price Work	48
13.01	Cost of the Work	48
13.02	Allowances	50
13.03	Unit Price Work	51
Article 14 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	52
14.01	Access to Work.....	52
14.02	Tests, Inspections, and Approvals	52
14.03	Defective Work.....	53
14.04	Acceptance of Defective Work.....	53
14.05	Uncovering Work.....	53
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work	54
Article 15 –	Payments to Contractor; Set-Offs; Completion; Correction Period.....	55
15.01	Progress Payments	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment.....	59
15.07	Waiver of Claims	61
15.08	Correction Period	61
Article 16 –	Suspension of Work and Termination	62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause	62
16.03	Owner May Terminate For Convenience.....	63
16.04	Contractor May Stop Work or Terminate	63
Article 17 –	Final Resolution of Disputes.....	64
17.01	Methods and Procedures.....	64
Article 18 –	Miscellaneous.....	64
18.01	Giving Notice	64
18.02	Computation of Times	64
18.03	Cumulative Remedies	64

18.04	Limitation of Damages.....	65
18.05	No Waiver	65
18.06	Survival of Obligations	65
18.07	Controlling Law	65
18.08	Headings	65

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 form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *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, or both; 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, or both; 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; or (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. 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), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree 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 the 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. *Engineer*—The individual or entity named as such in the Agreement.
21. *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.
22. *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. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *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.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *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.
28. *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.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *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.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *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.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *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.
36. *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.

37. *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 furnished by Owner which are designated for the use of Contractor.
38. *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.
39. *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.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *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.

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

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. 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. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), 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 executed 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 specifically 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 *Initial Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall 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.

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, shall mean 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, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the 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 Documents 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 Documents 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 shall 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 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 thereunder.
- 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 give written notice to Owner and Contractor 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 editions, 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 shall preclude 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 thirtieth 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 sixtieth day after the day of Bid opening or the thirtieth 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 shall 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 shall 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 shall 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 the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 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. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall 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 utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. 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.
- E. Paragraph 8.03 governs 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.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times 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.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- 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; 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 7.12, 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 at law; 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 shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site 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 known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); 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 upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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 either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 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 the necessity of Owner's obtaining 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 above; 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. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, 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 conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
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; or
 - 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 as 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, or both, then any such adjustment shall 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, or both, 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.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. 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 in the Contract Documents, or was not shown or indicated 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), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; 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 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. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, 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. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - 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;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. 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, or both, then any such adjustment shall 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, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. 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; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, 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.
- 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 or 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 shall obligate 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 shall obligate 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 all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. 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.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

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. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements 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 and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. 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, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of 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.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect 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 shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) 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 Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. 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.

6.05 *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 full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed 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.
- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- 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 notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: 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 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. 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 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 Subcontractors, all individuals or entities identified in the Supplementary Conditions as 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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial 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.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work 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 any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 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 6.05 shall 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, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

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

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, 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.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the 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 material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 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 shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment 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 material or equipment under the circumstances described below. To the extent possible such requests shall 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 material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.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 material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall 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 that specified, and
 - 3) be suited to the same use as that 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 that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall 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 shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity 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 five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. 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, Suppliers, or other individuals or entities 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, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, 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, Supplier, or other individual or entity, whether initially or as a replacement, shall 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 fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

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

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of 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

7.09 *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.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work 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 shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give 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 notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *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.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when 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.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor 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).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall 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.

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

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 threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

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.D.
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. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction 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 shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 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.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 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, shall 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, Sample, or other submittal shall 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.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

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

- D. 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 shall 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 and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

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 utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

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 at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible 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, or both. 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 shall 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. When applicable, any such equitable adjustment in Contract Price shall 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 is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 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. 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 to 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.
- C. 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 to Contractor.

- D. 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 shall 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 Documents (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 10.08. 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 *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 Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *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.

10.07 *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.

10.08 *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, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 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 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *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 (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not 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, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* 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 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: 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. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes 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 shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate 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.

11.03 *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.

11.04 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall 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); or
 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 11.04.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 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.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 five 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 shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall 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 will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. 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. The supporting data shall 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. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall 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.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *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 that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 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 11.02, (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 in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *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 shall be submitted 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; and
 - 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.
- 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 shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be incorporated in a Change Order 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. 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 shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as 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 shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

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, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 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 will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

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 shall 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 shall 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 shall 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 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 shall 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, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, 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 shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

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 rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 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 on account of 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 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 on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of 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 that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated 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;
 - l. there are other items entitling 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 shall 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 shall be treated as an amount due as determined by Paragraph 15.01.C.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 seven 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 shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven 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 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 6.05 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 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall 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 disputes that Contractor believes are unsettled; 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 Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall 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. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. 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. *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.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- 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 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 terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then 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 other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not 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, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall 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) ten 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) 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 seven 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 shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; 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 on account of loss of anticipated overhead, profits, or revenue, 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 seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 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, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph 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; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising 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; or
 - 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 Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

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 shall not constitute a waiver of that provision, nor shall 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 or completion of the Contract or termination 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 *Headings*

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

SECTION 00730
SUPPLEMENTARY CONDITIONS

These SUPPLEMENTARY CONDITIONS amend, modify, or supplement Section 00700, the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT as prepared by the Engineers Joint Contract Documents Committee (EJCDC), Form C-700, 2013 Edition (hereinafter “the General Conditions”). To the extent these SUPPLEMENTARY CONDITIONS amend, modify or supplement the General Conditions, said SUPPLEMENTARY CONDITIONS take precedence and shall control. All provisions of the General Conditions not so amended, modified, or supplemented, shall remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 DEFINED TERMS

SC-1.01 A.8. Paragraph 1.01.A.8 of the General Conditions is amended to read as follows:

Change Order: A document which is signed by Contractor and Owner, and by Engineer if requested by Owner, and authorizes an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

SC-1.01 A.15. Paragraph 1.01.A.15 of the General Conditions is amended by the addition of the following provision:

Execution of this Agreement by Contractor constitutes an acknowledgement and agreement by Contractor that all Contract Times stated in the Contract Documents are reasonable and are of sufficient duration for the Work required to be performed within such times. Contractor acknowledges that Work on Saturdays, Sundays, or legal holidays requires the prior written approval of Owner and further requires that Contractor shall be responsible for, and shall pay, any and all overtime or extra cost incurred by Owner or Engineer resulting from such Work on Saturdays, Sundays, or legal holidays. Contractor further acknowledges that unless expressly stated otherwise, all days and times set forth in the Contract Documents are measured by calendar days.

SC-1.01 A.20. Paragraph 1.01.A.20 of the General Conditions is amended to read as follows:

Engineer: The individual or entity named as such in the Agreement or any substitute or successor as subsequently identified by Owner in writing to Contractor.

SC-1.01 A.29. Paragraph 1.01.A.29 of the General Conditions is amended to read as follows:

Progress Schedule: A detailed written schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times. The Project Schedule shall be in such form and format as the Owner or Engineer may require. It shall be updated not less frequently than monthly, or as otherwise required by the Contract Documents, and it shall at all times reflect the current and existing critical path of the Work to be completed. The Owner and Contractor specifically agree that any float contained in the Progress Schedule, or any update thereof, shall belong to the Project, and in no event, shall Contractor make a claim for any alleged delay, acceleration, or early completion so long as the Project is completed within the Contract Time.

SC-1.01 A.35. Paragraph 1.01.A.35 of the General Conditions is amended by the addition of the following provision:

1. The Schedule of Values shall be in such form and format as the Owner or Engineer may require, and Contractor shall provide such information and data as Owner or Engineer may require to substantiate its accuracy. Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The Schedule of Values shall only be used as a basis for evaluating Contractor's Applications for Payment and receipt and approval of such Schedule by Owner and Engineer are conditions precedent to payment of any sums to Contractor.

1.02 TERMINOLOGY

SC-1.02 E. Paragraph 1.02. E. of the General Conditions is amended by the addition of the following provision to be identified as Paragraph 1-02. E.5:

The words "include" or "including," as used in the Contract Documents, shall be deemed to be followed by the phrase "without limitation."

ARTICLE 2 – PRELIMINARY MATTERS

2.01 DELIVERY OF BONDS AND EVIDENCE OF INSURANCE

SC-2.01 A. Paragraph 2.01 A. of the General Conditions is amended by the addition of the following provision:

Such bonds shall be executed by a surety acceptable to Owner and shall be in such form as Owner may require. All such bonds must comply with all requirements of Georgia law.

SC-2.01 C. Paragraph 2.01 C. of the General Conditions is amended by the insertion of the following phrase at the beginning of said Paragraph:

Upon written request of Contractor, . . .

2.02 COPIES OF DOCUMENTS

SC-2.02 A. Paragraph 2.02 A. of the General Conditions is amended by the deletion of the first sentence of said Paragraph and the substitution in lieu thereof of the following:

Owner shall furnish to Contractor 2 full size copies, and one electronic copy, of the Contract Documents.

2.04 PRECONSTRUCTION CONFERENCE; DESIGNATION OF AUTHORIZED REPRESENTATIVES

SC-2.04 B. Paragraph 2.04 B. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, to the extent the policies or procedures of Owner require that any decision of Owner's authorized representative must first be approved by any officer or senior management employee of Owner, or by the Board of Directors of Owner, such decision shall not be binding or final until such approval has been issued in writing.

2.05 INITIAL ACCEPTANCE OF SCHEDULES

SC-2.05 A. Paragraph 2.05 A. of the General Conditions is amended by the addition of subparagraph 4. to read as follows:

Notwithstanding any other provision in this Paragraph 2.05, the Progress Schedule, Schedule of Submittals, and Schedule of Values shall comply with all other requirements of the Contract Documents and all must be acceptable to, and approved by, Owner.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.03 REPORTING AND RESOLVING DISCREPANCIES

SC-3.03 A.2. Paragraph 3.03 A.2 of the General Conditions is amended by the addition of the following provision:

Contractor shall have a continuing duty to read, carefully study, and compare each of the Contract Documents, the Shop Drawings and any applicable product data and shall give written notice to Engineer of any inconsistency, ambiguity, error or omission which Contractor may discover with

respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval, by Owner or Engineer of the Contract Documents, Shop Drawings, or any product data shall not relieve Contractor of the continuing duties imposed hereby. OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE TO CONTRACTOR CONCERNING THE CONTRACT DOCUMENTS. By execution of this Agreement, Contractor acknowledges that it has received, reviewed, and carefully examined the Contract Documents and has reported in writing to Engineer any inconsistencies, ambiguities, errors or omissions discovered by Contractor in said Documents.

SC-3.03 B.1. Paragraph 3.03 B.1 of the General Conditions is amended by the addition of the following subparagraph c.:

In resolving conflicts, discrepancies, or inconsistencies among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on Documents and scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the large-scale shall govern; (c) as between Drawings and Specifications, the requirements of the Specifications shall govern; (d) as between the General Conditions and the Supplementary Conditions, the Supplementary Conditions shall govern. Any and all such conflicts, discrepancies, or inconsistencies shall be immediately reported by Contractor in writing to Engineer.

3.04 REQUIREMENTS OF THE CONTRACT DOCUMENTS

SC-3.04 B. Paragraph 3.04 B of the General Conditions is amended by the deletion of the following language at the end of such Paragraph:

. . . and on Owner, unless it objects.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

SC-4.01 A. Paragraph 4.01 A. of the General Conditions is deleted in its entirety and in lieu thereof the following is inserted:

The award of the Contract, if made, shall be to the lowest responsible bidder, or, if applicable, to the proposer whose proposal has been accepted, within ninety (90) days after the opening of bids or proposals; however, in no event shall the award be made until any required investigations are made as to the responsibility of the bidder or proposer to whom it is proposed to award the Contract. Following award and execution of this Agreement, and following receipt by Owner of the required bonds and certificates of insurance, Contractor shall commence Work within ten (10)

days from the date specified in a written Notice to Proceed issued by Owner or Engineer. The Contract Time shall commence to run upon issuance to Contractor of such Notice to Proceed.

No work shall commence prior to the issuance of the Notice to Proceed or before delivery to Owner of the required bonds and certificates of insurance. Should Owner unreasonably delay issuance of the Notice to Proceed through no fault of Contractor, Contractor's sole and exclusive remedy shall be an extension of the Contract Time to the extent the time of performance has been reasonably delayed, but in no event, and under no circumstances, shall Contractor be entitled to an increase in the Contract Price.

4.02 STARTING THE WORK

SC-4.02 A. Paragraph 4.02 A. of the General Conditions is deleted in its entirety.

4.04 PROGRESS SCHEDULE

SC-4.04 B. Paragraph 4.04 B. of the General Conditions is amended by the addition of the following provision:

Strict compliance with all requirements of this Paragraph, and with all other scheduling requirements set forth in the Contract Documents, is a condition precedent for payment to Contractor, and any failure by Contractor to strictly comply with said requirements shall constitute a material breach of this Agreement.

4.05 DELAY IN CONTRACTOR'S PROGRESS

SC-4.05 C.2. Paragraph 4.05 C. of the General Conditions is amended by adding the following subparagraphs:

5. Weather-Related Delays

- a) If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b) The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - i) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

- (1) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.1-inch of precipitation.
- (2) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
- ii) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by NOAA National Weather Service weather monitoring station at Jonesboro, GA.
- iii) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the Foreseeable Bad Weather Days table.

Foreseeable Bad Weather Days

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
6	6	6	6	5	6	6	5	4	4	5	7

- iv) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the Foreseeable Bad Weather Days table will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

5.01 AVAILABILITY OF LANDS

SC-5.01 A. Paragraph 5.01 A. of the General Conditions is amended by the addition of the following provision:

Prior to submission of its bid or proposal, Contractor shall inspect the Project site and shall include within its bid or price the cost of addressing all site conditions reasonably ascertainable from such inspection. Contractor shall also examine and inspect all easements and rights-of-way necessary for completion of its Work and shall comply with all conditions and stipulations of same. In no

event shall Contractor enter upon the property of an adjacent landowner not under the control of Owner until such time as proper easements have been obtained and filed of record. Contractor shall in no event be entitled to damages, additional compensation, or any change in the Contract Price arising out of or relating to any failure by Owner to obtain any easement or rights-of-way.

5.03 SUBSURFACE AND PHYSICAL CONDITIONS

SC-5.03 Paragraph 5.03 of the General Conditions is deleted in its entirety and in lieu thereof the following provisions are inserted:

Reports, tests, and drawings relating to the Project site are not Contract Documents. They represent information available to Engineer in the design of the Project. Any conclusions drawn from this information are the responsibility of Contractor, and neither Owner nor Engineer makes any representations or warranties concerning the accuracy or completeness of any such reports, tests or drawings. Upon written request, and to the extent available, the following reports, tests, and drawings will be made available for review by Contractor or its representatives:

- Clayton County Hooper WPP Improvements Phase II (CH2M)-2003

5.04 DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

SC-5.04 A.1. Paragraph 5.04 A.1. of the General Conditions is amended by the deletion of such provision.

5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

SC-5.06 B. Paragraph 5.06 B. of the General Conditions is amended by the addition of the following language at the beginning of the first sentence thereof:

Except to the extent otherwise provided herein . . .

ARTICLE 6 – BONDS AND INSURANCE

6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

SC-6.01 A. Paragraph 6.01 A. of the General Conditions is amended by the deletion of the second sentence in said Paragraph and the insertion of the following sentence in lieu thereof;

These bonds shall remain in full force and effect for such time as provided by Georgia law or for such longer time as may be provided by the terms of said bonds

SC-6.01 B. Paragraph 6.01 B. of the General Conditions is amended by the addition of the following provision:

In addition to all other requirements set forth hereinabove, and in addition to all other insurance requirements set forth below, all bonds and policies of insurance required by the Contract Documents shall be issued by companies having a Best's rating of no less than A: VII. All such bonds and policies of insurance, as well as all required certificates of insurance, shall be executed or countersigned by a licensed resident agent of the surety or insurance company having its principal place of business in the State of Georgia, and in all ways complying with the laws of the State of Georgia.

SC-6.01 G. Paragraph 6.01 of the General Conditions is amended by the addition of subparagraph G. thereto which shall read as follows:

Upon request of Owner or Engineer, Contractor shall obtain and furnish to Owner and Engineer written consent of its performance bond surety to any Contract payment, proposed or executed Change Order, or such other action as may be taken or contemplated under the Contract Documents. Absence of such consent of surety, however, shall in no manner whatsoever relieve, release, or discharge any surety from any of its obligations under the performance bond, the payment bond, or otherwise.

6.03 CONTRACTOR'S INSURANCE

SC-6.03 K. Paragraph 6.03 of the General Conditions is amended by the addition of subparagraph K. which provides as follows:

In addition to the insurance requirements set forth hereinabove, Contractor shall comply with any additional insurance requirements as set forth in the attached Exhibit "A." In the event of any conflict between the requirements of Paragraph 6.03 as set forth hereinabove, and the requirements as set forth in Exhibit "A," the requirements of Exhibit "A" shall govern and control.

SC-6.03 I.3. Paragraph 6.03. I.3 of the General Conditions is amended by the deletion of the phrase ". . . until at least 10 days prior written notice. . ." and the substitution in lieu thereof of the following phrase:

". . . until at least 90 days prior written notice . . ."

6.05 PROPERTY INSURANCE

SC-6.05 B. Paragraph 6.05 B. of the General Conditions is amended by the deletion of the phrase ". . . until at least 10 days prior written notice. . ." and the substitution in lieu thereof of the following phrase:

". . . until at least 90 days prior written notice. . ."

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 SUPERVISION AND SUPERINTENDENCE

SC-7.01 B. Paragraph 7.01 B. of the General Conditions is amended by the deletion of said paragraph in its entirety and the substitution in lieu thereof of the following provision:

At all times during the progress of the Work, Contractor shall assign an on-site, full-time, competent, and experienced superintendent to the Project who, so long as said superintendent remains in the employment of Contractor, shall not be replaced without the prior written consent of Owner. Such superintendent shall have no less than three years' experience as a superintendent on one or more projects similar in nature, size and scope to the Project. Contractor shall furnish Owner a detailed resume setting forth the qualifications of such superintendent prior to his or her assignment to the Project. The qualifications of such superintendent must be acceptable to Owner. The superintendent shall be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to, or received by, the superintendent shall be binding on Contractor.

SC-7.01 C. Paragraph 7.01 of the General Conditions is amended by the addition of subparagraph 7.01 C. which shall read as follows:

Contractor shall prepare and submit to Owner and Engineer a daily report setting forth for each day of Work the weather conditions; the number of workers present by craft; the identity of all management and supervisory personnel on site; a list of all active and inactive equipment on site; work accomplished by scheduled activity; all problems and issues impacting the Work in whole or in part; an identification of any visitors to the site; and such other information as may be relevant to the status of performance of this Agreement. This report shall be signed by the Project superintendent of Contractor or Contractor's other designated representative and shall be delivered to Owner and Engineer on or before 10:00 a.m. of the day following the day which is the subject matter of the report.

7.02 LABOR; WORKING HOURS

SC-7.02 B. Paragraph 7.02 B. of the General Conditions is amended by the deletion of the second sentence in said Paragraph and the substitution in lieu thereof of the following provision:

Contractor may perform Work outside regular business hours or on Saturdays, Sundays, or legal holidays only with the prior written consent of Owner which Owner may grant or withhold in its sole discretion. Before performing any authorized work on any of these days, or before performing authorized work outside regular business hours, Contractor shall provide Engineer and Owner not less than seventy-two (72) hours prior written notice.

SC-7.02 B. Paragraph 7.02 B. of the General Conditions is deleted in its entirety and in lieu thereof, the following provision is inserted:

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with the prior written consent of Owner which Owner may grant or withhold in its sole discretion. Before performing any authorized work on any of these days, or before performing authorized work outside regular working hours, Contractor shall provide Engineer and Owner not less than seventy-two (72) hours prior written notice. Regular working hours shall be defined as 7:00 AM to 7:00 PM. Working hours are not to exceed 40 hours per week without obtaining permission for overtime work from the Engineer and Owner.

7.06 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

SC-7.06 F. Paragraph 7.06 F. of the General Conditions is amended by the deletion of the phrase "If Owner requires the replacement of any Subcontractor . . ." and in lieu thereof the substitution of the following phrase:

"If without good cause, Owner requires the replacement of any Subcontractor. . ."

SC-7.06 K. Paragraph 7.06 K. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Contractor acknowledges and agrees that Owner or Engineer may communicate directly with Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work for the purpose of determining whether or not any of said entities have been, or are being, timely paid by Contractor or whether or not Contractor is otherwise complying with its obligations under this Agreement.

SC-7.06 L. Paragraph 7.06 L. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Contractor shall perform not less than twenty-five percent (25%) of all on-site labor with employees of Contractor.

SC-7.06 P. Paragraph 7.06 of the General conditions is amended by the addition of subparagraph P. thereto which shall read as follows:

In the event any Subcontractor or Supplier makes claim against Contractor for any increase in the subcontract price due such Subcontractor or Supplier, or for an increase in the time to perform any of the Work, or for any other compensation or relief, Contractor shall assert any and all

available contractual, legal, and equitable defenses to any such claim or claims. Such defenses include, but are not limited to, any and all notice and claim defenses arising under the applicable subcontract or supplier agreement and all defenses arising under this Agreement as incorporated therein. Contractor shall not agree to “pass through” any such claim to Owner, or to pay any such claim, if it is subject to any of the defenses as set forth hereinabove. Contractor’s duty to defend against any invalid claims includes, but is not limited to, the duty to defend such claims in a court of competent jurisdiction or in arbitration, if applicable. Failure of Contractor to defend against any invalid Subcontractor or Supplier claims as required herein shall constitute a complete and unequivocal waiver of any right of Contractor to seek reimbursement from Owner or Engineer. Contractor shall furthermore indemnify and hold Owner harmless from any and all cost and expense, including attorneys’ fees and expert witness fees and cost, incurred in defending any Subcontractor or Supplier claims to which a valid contractual, legal or equitable defense was available to Contractor.

SC-7.06 Q. Paragraph 7.06 of the General Conditions is amended by the addition of subparagraph Q. thereto which shall read as follows:

Contractor shall require all Subcontractors, Suppliers, and others performing or furnishing any of the Work to maintain insurance coverages as set forth in Exhibit “A” hereto including, but not limited to, completed operations coverage at the minimum level stated in said Exhibit. Contractor shall maintain certificates of insurance from all such entities and said certificates shall be available upon request for inspection by Owner or Engineer.

7.08 PERMITS

SC-7.08 A. Paragraph 7.08 A. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Owner agrees that any fees for permits or licenses, or any inspection fees, obtained from, or payable directly to, Owner are waived. Contractor, however, shall pay for all other permits, licenses, and inspection fees required by any other governmental entity or agency.

7.10 LAWS AND REGULATIONS

SC-7.10 D. Paragraph 7.10 of the General Conditions is amended by the addition of subparagraph D. thereto which shall read as follows:

While not intended to be inclusive of all Laws and Regulations for which Contractor is or may be responsible, the following Laws or Regulations are included herein by reference and compliance with same by Contractor is mandated by this Agreement:

- 1) Contractor shall not pay less than the prevailing rate of wages in accordance with O.C.G.A § 34-4-3;
- 2) Qualified employees may be relieved from work for up to two hours to vote as provided by O.C.G.A.§ 21.2-404;
- 3) Contractor and its Subcontractors, as well as others for whom they are responsible, shall not engage in discrimination as prohibited by O.C.G.A.§ 34-1-2 or as prohibited by any other state or federal Law or Regulation;
- 4) Contractor shall comply with all notification requirements for excavators as required by O.C.G.A. § 25-9-6;
- 5) Contractor shall register and participate in the electronic verification (“E-Verify”) of work authorization operated by the United States Department of Homeland Security or any equivalent federal work authorization program. The Contractor shall verify that its employees, and the employees of its Subcontractors, are in compliance with the Immigration Reform and Control Act of 1986, as required by applicable state law, including O.C.G.A. §13-10-91 et. seq. Contractor shall provide Owner and Engineer with executed affidavits verifying such employees’ compliance with the federal and state laws identified hereinabove. Contractor shall secure similar affidavits from all of its Subcontractors verifying their compliance with said federal and state laws. At all times applicable to this Agreement, and for not less than three years after final completion of the Project or for such longer time as may be required by law, Contractor shall maintain detailed records demonstrating compliance by it and its Subcontractors with these legal requirements.

SC-7.10 E. Paragraph 7.10 of the General Conditions is amended by the addition of the following subparagraph E. which shall read as follows:

Contractor shall cooperate with Owner in securing any tax refunds, credits, or rebates due Owner or in utilizing any tax exemptions available to Owner. Such cooperation shall include, but shall not be limited to, the execution of any required or necessary documentation.

7.11 RECORD DOCUMENTS

SC-7.11 A. Paragraph 7.11 A. of the General Conditions is amended by the addition of the following provision:

Receipt by Engineer of the record documents required herein is an express condition precedent for final payment to Contractor.

7.12 SAFETY AND PROTECTION

SC-7.12 H. Paragraph 7.12 of the General Conditions is amended by the addition of the following subparagraph H. which shall read as follows:

Contractor shall provide, erect, maintain and finally remove all barricades and detour signs necessary to properly protect and divert traffic. Such barricades and signs shall be illuminated at night. Contractor shall be responsible for all damage, including any damage to the Work, resulting from any failure of the signs or barricades to protect the Work or related property from traffic, pedestrians, and animals, or from other sources. All barricades shall be acceptable to Owner and same shall comply with any and all rules, regulations, or other legal mandates of any governmental authorities having applicable jurisdiction.

7.18 IDEMNIFICATION

SC-7.18 B. Paragraph 7.18 B. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, no claim whatsoever shall be made by Contractor against any officer, employee, board member, or agent of Owner, on account of anything done or alleged to be done in breach of this Agreement.

ARTICLE 8 – OTHER WORK AT THE SITE

8.03 LEGAL RELATIONSHIPS

SC-8.03 B. Paragraph 8.03 B. of the General Conditions is amended by the addition of the following provision:

Furthermore, in the event the remaining contract balance is not sufficient to satisfy the damages due Owner after the set-off provided herein, Contractor shall promptly, upon demand of Owner, pay to Owner the remaining amount necessary to compensate Owner for said damages.

SC-8.03 C. Paragraph 8.03 C. of the General Conditions is amended by the addition of the following provision:

Furthermore, in the event the remaining contract balance is not sufficient to satisfy the damages due Owner after the set-off provided herein, Contractor shall promptly, upon demand of Owner, pay the remaining amount necessary to compensate Owner for said damages.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 COMMUNICATIONS TO CONTRACTOR

SC-9.01 A. Paragraph 9.01 A. of the General conditions is amended to read as follows:

Except as otherwise provided in the Contract Documents, or unless the Owner in its discretion determines to communicate otherwise, the Owner shall issue communications to Contractor through Engineer.

9.02 REPLACEMENT OF ENGINEER

SC-9.02 A. Paragraph 9.02 A. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

In case of termination of the Engineer, Owner may appoint a substitute Engineer whose status under the Contract Documents shall be that of the former Engineer.

9.04 PAY WHEN DUE

SC-9.04 A. Paragraph 9.04 A. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision of the Contract Documents, Owner and Contractor expressly agree that the terms of payment, payment period, and rates of interest set forth in this Agreement shall control to the exclusion of any provisions set forth in the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 et. seq. and the provisions of said Act are expressly waived.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 OWNER'S REPRESENTATIVE

SC-10.01 A. Paragraph 10.01 A of the General Conditions is amended to read as follows:

Engineer will be Owner's representative during construction unless otherwise directed in writing by Owner. Engineer shall not, however, be authorized to increase the Contract Price or the Contract Time, or to approve any Change Order, without Owner's express written consent. The duties and responsibilities of the Engineer are as set forth in the Contract Documents and will not be changed without written notice by Owner to Contractor.

10.02 VISITS TO SITE

SC-10.02 A. Paragraph 10.02 A. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, nothing contained in the Contract Documents shall limit or restrict any duty or obligation owed by Engineer to Owner arising out of, or related to, the Engineer's contract with Owner for engineering services.

10.06 DETERMINATIONS FOR UNIT PRICE WORK

SC-10.06 A. Paragraph 10.06 A. of the General Conditions is amended by the addition of the following provision;

Owner, however, shall have the express right to challenge any such determination for good cause and may submit any such challenge in accordance with the claims provisions of this Agreement.

10.07 DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK

SC-10.07 A. Paragraph 10.07 A. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as Engineer may determine necessary which shall be consistent with the intent and reasonably inferable from the Contract Documents. Such written clarifications shall be binding on Owner and Contractor unless either one notifies the Engineer within 10 days of receipt of same. Any dispute concerning entitlement to additional compensation or time arising out of any such clarifications or interpretations, shall be submitted for determination in accordance with the claims provisions of this Agreement. If Owner requires, Contractor shall submit any claims, disputes or other matters relating to the Work, or to the requirements of the Contract Documents, to Engineer in writing for an initial decision. Such submission, if required by Owner, shall be a condition precedent to exercise by Contractor of any other rights or remedies provided by the Contract Documents or by law or equity with respect to any such claims, disputes or other matters.

10.08 LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES

SC-10.08 B. Paragraph 10.08 B. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision of this Paragraph, and notwithstanding any other provision of the Contract Documents, nothing contained in this Agreement nor in any provision of the

Contract Documents, shall limit or restrict in any manner whatsoever the duties, obligations or responsibilities of the Engineer to Owner as set forth in the contract by and between Owner and Engineer or as provided by law or equity.

SC-10.08 E. Paragraph 10.08 E. of the General Conditions is amended by the addition of the following provision:

Furthermore, it is expressly agreed that any Resident Project Representative shall not have authority to authorize any deviation from the Contract Documents or approve any substitution of materials or equipment; undertake any of the responsibilities of the Contractor, the Contractor's superintendent, or of any Subcontractor; accept submittals from anyone other than Contractor; authorize Owner to occupy the Project in whole or in part; or participate in specialized tests or inspections conducted by others except as expressly authorized by the Engineer.

ARTICLE 11 – AMENDING THE CONTACT DOCUMENTS; CHANGES IN THE WORK

11.09 OTHER

SC-11.09 A. Paragraph 11.09 A. is added to the General Conditions and said Paragraph shall read as follows:

Notwithstanding any other provision herein, Contractor acknowledges and agrees that some Change Orders (as determined by Owner in its discretion) shall require approval of Owner's Board of Directors. Contractor further agrees that Owner shall have not less than 60 days to submit any such Change Orders to its Board of Directors for approval or rejection. In no event and under no circumstances shall Contractor make any claim for delay, acceleration, interference, or other claim for damages, cost, or expense arising out of, or relating to, the time required to secure approval or rejection of any Change Order, so long as said approval or rejection is made by the Board of Directors within 60 days after submission of the applicable Change Order by Contractor.

ARTICLE 12 – CLAIMS

12.01 CLAIMS

SC-12.01 B. Paragraph 12.01 B. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

Owner shall notify Contractor in writing of any claim by Owner against Contractor and Owner may furnish Engineer a copy of such notice. Within 20 days after receipt of Owner's notice of claim, Contractor shall notify Owner and Engineer in writing that (i) Contractor is in agreement with the claim in its entirety and affirms that it will execute a Change Order confirming such agreement;

or, (ii) Contractor is in agreement with the claim in part, affirms that it will execute a Change Order confirming such partial agreement, and identifies with specificity any part or parts of the claim with which it disagrees and states the facts and circumstances which it contends supports such disagreement; or, (iii) Contractor is in disagreement with the claim in its entirety and states the facts and circumstances which it contends supports such disagreement. Failure by the Contractor to respond as required herein shall constitute full and complete acceptance of Owner's claim and agreement by Contractor with same in its entirety. Any claim by Contractor against Owner shall be initiated by written notice to Owner and Engineer within seven days after occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice must be specifically identified as a "Notice of Claim." If required, such notice shall be on a form specified by Owner. Furthermore, within 20 days after submission of the notice required herein, Contractor shall submit in writing a detailed statement of the claim which shall be in such form, and which shall include such supporting documentation, as Owner or Engineer may require. Any such claim by Contractor shall be signed under oath and under penalty of perjury. Any claim shall state with specificity any damages claimed or proposed increases to the Contract Price. In the event Contractor requests any increase in the Contract Time, it shall submit, as part of its written claim, a detailed critical path method schedule showing with specificity how the critical path of the Project has been impacted as a result of the items set forth in the claim. FAILURE BY CONTRACTOR TO SUBMIT ANY CLAIM IN STRICT CONFORMITY WITH THE REQUIREMENTS OF THIS PROVISION SHALL CONSTITUTE AN ABSOLUTE AND UNEQUIVOCAL WAIVER OF SUCH CLAIM. Contractor may not reserve in any claim, or in any Change Order, any rights or remedies to make claim for additional money or time arising out of the occurrence, events, or conditions giving rise to the claim. Reservation of the right to claim future impact damages is expressly and unequivocally prohibited. Pending final resolution of any claim of Contractor or Owner, Contractor shall diligently proceed with performance of this Agreement unless directed otherwise by Owner in writing, and Owner shall continue to make payment of all sums due Contractor in accordance with this Agreement. The resolution of any claim under this Paragraph shall be documented by Change Order executed by the parties.

SC-12.01 D. Paragraph 12.01 D of the General Conditions is deleted in its entirety.

SC-12.01 E. Paragraph 12.01 E of the General Conditions is deleted in its entirety.

SC-12.01 F. Paragraph 12.01 F of the General Conditions is deleted in its entirety.

SC-12.01 G. Paragraph 12.01 G of the General Conditions is deleted in its entirety.

12.02 OTHER JURISDICTION

SC-12.02 A. Paragraph 12.02 A. is added to the General Conditions and said Paragraph shall read as follows:

The Superior Court of Clayton County, Georgia, shall have sole and exclusive jurisdiction and venue over any action arising out of, or relating to, this Agreement and the parties expressly waive jurisdiction and venue in any other court and waive any right of removal to any federal court. Furthermore, in the event Owner institutes any action against Contractor arising out of, or relating to, this Agreement, and the event Owner prevails in whole or in part in any such action, or in the event Contractor asserts any claim against Owner in any legal proceeding and such claim is determined to be invalid in whole or in part, Contractor shall pay all of Owner's costs and expense incurred in prosecuting or defending any such action or proceeding including, but not limited to, all attorneys' fees and expenses, expert and consultants' fees and expenses, and court costs.

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

13.01 COST OF THE WORK

SC-13.01 C. Paragraph 13.01 C. of the General Conditions is amended by the addition of subparagraph 6. which shall read as follows:

Notwithstanding any other provision of this Agreement, in no event, and under no circumstances, shall "costs" include, nor shall Contractor make claim for or be entitled to recover, any home office overhead expense; loss of capital; loss of profit on other projects; loss of efficiency or productivity; loss of bonding capacity; or any consequential damage of any kind or nature.

13.03 UNIT PRICE WORK

SC-13.03 F. Paragraph 13.03 of the General Conditions is amended by the addition of subparagraph F. thereto which shall read as follows:

Notwithstanding any other provision herein, in the event of any adjustment to unit prices as set forth hereinabove, such adjustment shall only apply to variations above 125 percent or below 75 percent of the estimated units set forth in the Contract Documents. Contractor shall make no claim for an increase in the Contract Time based on an increase in units unless the number of units actually installed exceeds 125 per cent of those estimated in the Contract Documents.

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

14.03 DEFECTIVE WORK

SC-14.03 B. Paragraph 14.03 B. of the General Conditions is amended by the addition of the following provision:

Furthermore, Owner shall likewise have the right to determine and reject defective work.

SC-14.03 G. Paragraph 14.03 of the General Conditions is amended by the addition of subparagraph G. thereto which shall read as follows:

Notwithstanding any other provision of this Agreement, Contractor acknowledges and agrees that any failure of Owner or Engineer to notify Contractor of defective Work, or any lack of receipt by Contractor of any such notice, shall in no manner whatsoever relieve or discharge Contractor from its obligation to perform the Work in conformity with the Contract Documents or its obligation to remove, repair, or correct defective Work.

14.06 OWNER MAY STOP THE WORK

SC-14.06 A. Paragraph 14.06 A of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

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, or Contractor otherwise is in material breach of this Agreement, 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 shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

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

15.01 PROGRESS PAYMENTS

SC-15.01 B. Paragraph 15.01 B. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

At least 30 days before the date established for each progress payment (but not more than once each month), Contractor shall submit to Owner and Engineer for review an Application for Payment filled out and signed by Contractor covering Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents or as may be otherwise specified by Owner or Engineer. In its Application for Payment, Contractor may request payment for 90 percent of that portion of the Contract Price properly applicable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, plus 90 percent of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by Owner) for subsequent incorporation in the Work, less the total amount of previous payments received from Owner. Payment for stored materials and equipment shall be conditioned upon proof of appropriate property insurance or other arrangements to protect Owner's interest

therein, all of which must be satisfactory to Owner. Each Application for Payment shall constitute Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the schedule of values, that the Work has been properly installed or performed in full accordance with the requirements of the Contract Documents, and the Contractor knows of no reason why payment should not be made as requested. Thereafter the Engineer shall review the Application for Payment and may also review the Work at the Project site or elsewhere to determine the quantity and quality of the Work as represented in the Application for Payment and as required by the Contract Documents. Engineer shall determine and recommend to Owner the amount owing to Contractor. Owner shall make partial payments on account of the Contract Price to Contractor within 30 days following Owner's receipt of each Application for Payment with Engineer's approval. The amount of each partial payment shall be in the amount recommended by Engineer less such amounts, if any, otherwise owing by Contractor to Owner or which Owner shall have the right to withhold as authorized by this Agreement. Any recommendation by Engineer for payment to Contractor shall not preclude Owner from the exercise of any of its rights as set forth in this Agreement. Provided, however, that when 50 percent of the contract value, including Change Orders and other additions to the contract value, provided for by the Contract Documents is due, and the manner of completion of the Contract Work and its progress are reasonably satisfactory to Owner, Owner shall withhold no more retainage. At the discretion of Owner, and with the approval of Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its work. If after discontinuing the retainage, Owner determines that the Work is unsatisfactory or Contractor has fallen behind schedule, Owner may resume retainage at the rate set forth hereinabove. Retainage shall be invested at the current market rate and any interest earned on the retained amounts shall be paid to Contractor upon completion of the Project within the time specified and for the Contract Price as same may have been amended by Change Order. For purposes of this Agreement, the terms and conditions of O.C.G.A. § 13-10-20 are herein incorporated by reference and shall take precedence over, and shall control, any other terms or conditions in the Contract Documents.

SC-15.01 D. Paragraph 15.01 D. of the General Conditions is amended by the deletion of the phrase "Ten days" and the substitution in lieu thereof of the phrase "Thirty days". Additionally, the following provision is added to said Paragraph and shall state as follows:

Within three days of receipt of payment from Owner, Contractor shall pay all Subcontractors and Suppliers whose work or products was included in the partial payment. If Owner fails to make any payment as provided herein, or as required elsewhere in the Contract Documents, interest shall accrue on any such payment, to the extent it is late, at a rate to be negotiated between Owner and Contractor.

SC-15.01 E. Paragraph 15.01 E. of the General Conditions is amended by the addition of the subparagraph 4. Thereto which shall state as follows:

In addition to the right to reduce or withhold payment as set forth hereinabove, Owner may furthermore demand return of some or all of the amounts previously paid to Contractor in order to protect Owner from the risk of loss arising from any of the items set forth in this Paragraph 15.01 E. In the event Owner makes demand upon Contractor for the return of any such amounts, Contractor shall promptly comply with such demand.

15.03 SUBSTANTIAL COMPLETION

SC-15.03 A. Paragraph 15.03 A. of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

When Contractor believes that the Work is Substantially Complete, it shall submit to Engineer and Owner a list of items to be completed or corrected prior to Final Completion. When Engineer, on the basis of an inspection, determines that the Work is in fact Substantially Complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of Owner and Contractor for Project security, maintenance, utilities, damage to Work, and insurance, and shall fix the time in which Contractor shall complete the items listed therein or any other items required for Final Completion. The Certificate of Substantial Completion shall be submitted to Owner and Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and after execution by both Owner and Contractor of the Certificate of Substantial Completion, Owner shall pay Contractor an amount sufficient to increase total payments to Contractor to 100 percent of the Contract Price less 200 percent of the reasonable costs as determined by Owner, with advice of the Engineer, for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, handling all unsettled claims, and performing any other remaining obligations of Contractor under the Contract Documents.

SC-15.03 B. Paragraph 15.03 B. of the General Conditions is deleted in its entirety.

SC-15.03 C. Paragraph 15.03 C. of the General Conditions is deleted in its entirety.

15.04 PARTIAL USE OR OCCUPANCY

SC-15.04 A.2. Paragraph 15.04 A.2. of the General Conditions is deleted in its entirety.

15.06 FINAL PAYMENT

SC-15.06 D. Paragraph 15.06 D. of the General Conditions is amended by the addition of the following provision:

Notwithstanding any other provision herein, Owner shall not be required to make payment of amounts which are the subject of a good faith dispute by and between Owner and Contractor.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.02 OWNER MAY TERMINATE FOR CAUSE

SC-16.02 E. Paragraph 16.02 E. of the General Conditions is amended by the deletion of the following provision:

Such claims, costs, losses, and damages incurred by the Owner will be reviewed by the Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order.

SC-16.02 G. Paragraph 16.02 G. of the General Conditions is deleted in its entirety.

16.03 OWNER MAY TERMINATE FOR CONVENIENCE

SC-16.03. Paragraph 16.03 of the General Conditions is deleted in its entirety and in lieu thereof the following provision is inserted:

A. Owner may for any reason terminate performance under this Agreement by Contractor for convenience. Owner shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligations in connection with the Work and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts unless instructed otherwise by Owner. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. Owner may direct Contractor to assign Contractor's right, title, and interest under any subcontracts to Owner or its designee. Contractor shall transfer title and deliver to Owner such completed or partially completed Work and materials, equipment for installation, parts, fixtures, information and contract rights which Contractor has or possesses.

B. Contractor shall submit a written termination claim to Owner and Engineer specifying the amounts due because of the termination for convenience together with costs, pricing, or other data as may be required by Owner or Engineer. If Contractor fails to file a termination claim within 60 days from the effective date of termination, Owner may in its sole discretion deem any such claim to be waived by Contractor, and Owner shall owe no further sums of any kind or nature to Contractor. Absent agreement to the amount due Contractor, and absent a waiver as set forth hereinabove, Owner shall pay Contractor, within 60 days after submission of a proper and verified claim, with such reasonable documentation as Owner or Engineer may require, the following amounts which shall constitute full and complete compensation to Contractor for all sums due under this Agreement, including all sums arising out of, or relating to, the termination for convenience: (1) contract prices for labor, materials, equipment and other services accepted under this Agreement; (2) reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profits do not include anticipated

profits, anticipated overhead, or consequential damages of any kind or nature); provided, however, if it appears that Contractor would not have profited, or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of any compensation shall be reduced to reflect the anticipated rate of loss, if any; (3) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders as required hereinabove. The total sum to be paid Contractor under this Paragraph shall not exceed the Contract Price, as properly adjusted by Change Orders, reduced by the amount of payments otherwise made, and shall in no event include any duplication of payment.

C. In the event the employment of Contractor is terminated for cause pursuant to Paragraph 16.02 of this Agreement hereinabove, and in the further event it is subsequently determined by a Court of competent jurisdiction, or by an arbitrator or arbitration panel, that such termination was without cause, such termination shall thereupon be deemed and treated as a termination for convenience under this Paragraph 16.03 and the provisions of this Paragraph shall apply.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 METHODS AND PROCEDURES

SC-17.01. Paragraph 17.01 of the General Conditions is deleted in its entirety.

ARTICLE 18 – MISCELLANEOUS

18.01 GIVING NOTICE

SC-18.01 A. Paragraph 18.01 A. of the General Conditions is amended by the addition of the following subparagraph 3. which shall state as follows:

Regardless of how it is sent or delivered, written notice shall be effective for all purposes of this Agreement if same is received by an officer or designated representative of the party to whom such notice was addressed.

ARTICLE 19 – OTHER

SC-19.01 A. The General Conditions are amended by the addition of Paragraph 19.01 A. which shall read as follows:

No official of Owner who is authorized in such capacity and on behalf of Owner to negotiate, make, accept, or approve, or to take any part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested

personally in this Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for Owner who is authorized in such capacity and on behalf of Owner to exercise any legislative, executive, supervisory or similar functions in connection with construction of the Project shall become directly or indirectly interested personally in this Agreement or in any part thereof or in any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

SUPPLEMENTS

The supplement listed below, following "END OF SECTION", is part of this Specification.

Exhibit 'A' – Additional Insurance Requirements

END OF SECTION

EXHIBIT "A"
ADDITIONAL INSURANCE REQUIREMENTS

1.01 In addition to any other coverage required by the Contract Documents, Contractor shall provide, and shall require its Subcontractors to provide, unless otherwise agreed by Owner in writing, the following insurance coverage:

Workers' Compensation and Employers Liability:

Workers' Compensation

Statutory Limits

Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Disease Employee Limit

\$1,000,000 Each Employee

The policy will include an "Alternate Employer Endorsement" naming Owner as the Alternate Employer. The policy will be amended to provide 90 days' notice to Owner in the event of cancellation or nonrenewal. The policy will include Terrorism Peril Coverage.

Commercial General Liability:

The Policy will be on an Occurrence Form with no less than the following limits:

\$1,000,000 Per Occurrence Limit

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Fire Damage

\$5,000 Medical Expense Limit Per Person

\$2,000,000 General Aggregate

\$2,000,000 Products / Completed Operations – Per Occurrence and Aggregate

The policy will include the following:

- 1) Contractual Liability covering this Contract;

- 2) The policy will cover explosion, collapse and underground coverage;
- 3) The General Aggregate will be per project;
- 4) The policy will include Cross Liability (Separation of Insureds) coverage;
- 5) The policy will be amended to require 90 days' notice to Owner and Engineer in the event of cancellation or nonrenewal;
- 6) The policy will be amended by naming the Owner and Engineer as additional insureds for Primary Coverage and the Additional Insured Endorsement will cover Operations and Products and Completed Operations;
- 7) The Owner's Protective Liability policy will be in excess of this Commercial General Liability policy.
- 8) The Contractor shall furnish a certificate of continuing Products and Completed Operations coverage for a period of five years after completion or amend the current policy to include an Extended Reporting Period of five years after completion;
- 9) This policy will include Terrorism Peril Coverage.

Automobile Liability:

Automobile Liability Coverage including Owned, Hired, and Non-owned vehicles with a Combined Single Limit (CSL) of \$1,000,000. The policy will be amended to provide 90 days' notice to Owner in the event of cancellation or nonrenewal. This policy will include Terrorism Peril Coverage.

Umbrella Liability (Occurrence Form):

An Umbrella or Excess Liability policy will be provided. Such policy will be excess over Employers Liability, Commercial General Liability, and Automobile Liability. The policy will include Cross Liability (Separation of Insureds) and 90 days' notice to Owner in the event of cancellation or nonrenewal. The total limit of coverage, when combined with the underlying, will be not less than \$2,000,000 per Occurrence and Aggregate. The certificate of insurance will include a copy of the endorsement providing that the policy is excess to the underlying coverage with coverage exceptions identified. This policy will include Terrorism Peril Coverage.

Owner's Protective Liability:

The Contractor will furnish Owner's Protective Liability with a limit of \$2,000,000. Coverage should be project specific, stand-alone policy, naming project owner and principal as named insured. This policy will include Terrorism Peril Coverage.

Contractor's Pollution Liability (Occurrence Form):


The Contractor will provide a Contractor's Pollution Liability policy written on an "occurrence form" with an occurrence limit of not less than \$2,000,000 per Occurrence. The Owner, and such others as Owner shall designate, will be named as additional insureds. This policy will include Terrorism Peril Coverage.

1.02 In addition to the coverage requirements set forth hereinabove, the following insurance requirements shall be applicable unless provided otherwise in the Contract Documents:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Project Site in the amount of the Contract Price, including as may be adjusted by Change Order, or for full replacement cost, whichever is greater. The property insurance shall contain no partial occupancy restriction for utilization of the Project by Owner for its intended purpose;
- B. With respect to all insurance policies and all insurance coverage required to be furnished by Contractor, Contractor shall provide Owner and Engineer prior to performing any Work on the Project certificates of insurance indicating the applicable coverage and all required endorsements. Upon request by Owner or Engineer, Contractor shall furnish a complete copy of any required policy;
- C. Unless otherwise agreed in writing, the Owner, Engineer, and Engineer's Consultants shall be named as additional insureds on all policies of insurance required to be furnished by Contractor. The additional insureds shall be listed by endorsement which shall include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of such additional insureds, and the insurance afforded to these additional insureds shall provide primary and noncontributory coverage for all claims covered thereby;
- D. To the extent any of the policies of insurance furnished by Contractor contain deductibles in any amount, Contractor shall be liable for, and shall pay, any such deductible amounts;
- E. With respect to all insurance required from Contractor by any of the Contract Documents, Contractor waives, and will require by endorsement its insurance carriers to waive, any and all rights of subrogation against Owner, Engineer and each additional named insured on any applicable policy;
- F. Nothing contained in any policy of insurance, nor any of the insurance requirements set forth in the Contract Documents, shall in any way limit, restrict, or release Contractor

from any of its duties, obligations, or liabilities arising under or relating to the Contract Documents.

END OF EXHIBIT

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>70 Oakdale Drive, Stockbridge, GA 30281</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 1	
	DATE	Monday, December 19, 2022
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 10, 2023, at 10:00 a.m. local time	

QUESTIONS:

- Picture #7 on DD-502 calls for the sealant on each side of the concrete column to be removed and replaced. Today at the site walk through I noticed that it is not a sealant in the vertical location but more of a mortar. Please determine if this mortar is to be removed and replaced with sealant or mortar or left alone. The bottom of the wall did show to be sealant.**


Answer: As indicated in detail 7 on DD-502, all existing joint filler (mortar, sealant, caulk, etc.) is to be removed in noted locations and to extent indicated, the surfaces are to be cleaned and prepared to receive new product, and existing joint filler is to be replaced with new sealant in accordance with spec 09910 High Performance Coating, part 2.04. Install product in accordance with the manufacturer’s printed installation instructions and recommendations for surface preparation.

- 11308 1.04 A. requires spares that are a bit improper for a non-metallic pump. It would be simpler to require a single wet end assembly and an o-ring set for each pump application (four (4) total wet ends and o-ring sets). This allows for a complete repair to be conducted on any pump in short order. Given that all the motors are the same rating you may wish to add one (1) spare motor as well.**

Answer: Section 1.04A.2-4 shall be deleted and replaced with the following:

- 2. All constituent components comprising the entirety of a single pump head assembly shall be provided in fully assembled form, allowing for rapid pump replacement, for each pair of pumps.*
- 3. All constituent components comprising the entirety of a single pump head assembly shall be provided in disassembled form for each pair of pumps.*

- 11308 2.03A.: The paragraph does not address the connection requirements of the pumps as being flanged (150#) or NPT. Please clarify the suction and discharge connection requirements.**

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>70 Oakdale Drive, Stockbridge, GA 30281</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 1	
	DATE	Monday, December 19, 2022
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 10, 2023, at 10:00 a.m. local time	

Answer: Section 2.03.A. Shall be amended to include 2.03.A.6. to read as follows:

“Pump suction and discharge shall provide female NPT connections with a minimum diameter of 1-inch”

4. **11308 2.03 B. 6. Does not specify the material of construction for the pump base plate. I strongly recommend requiring a polymer concrete base plate as it is chemical inert and not subject to corrosion. It can be provided with leveling inserts for ease of installation and grouting. Fiberglass reinforced plastic (FRP) bases require a bolt through fastener design and do not lend themselves to a grouted installation. Metallic bases**

Answer: The following shall be added to the existing text in Section 2.03.B.6.:


“Each pump base plate shall be constructed of a chemically inert, non-metallic material that allows the pump baseplate to be leveled and grouted with a polymeric grout.”

5. **11308 2.03 C. 2. Requires all wetted materials of the pumps to be NSF 61 approved. This only applies to components in direct contact with potable water and not chemicals and March Pumps are not NSF-61 certified nor is Finish Thompson another like manufacturer of chemical transfer pumps. I do not believe that Iwaki is either and “Iwaki” is not listed under the NSF web site as manufacturers of NSF certified manufacturers. You may wish to remove this requirement.**

Answer: Section 2.03.C.2 shall be deleted from the specification in its entirety.

6. **11308 2.05 C.: Pump manufacturers do not typically provide anchorage calculations. Please clarify if the required calculations are required to be from a Georgia P.E. and allow the pump provider to supply these calculations.**

Answer: Anchorage calculations are not required for the transfer pumps specified in Specification 11308.

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>70 Oakdale Drive, Stockbridge, GA 30281</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 1	
	DATE	Monday, December 19, 2022
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 10, 2023, at 10:00 a.m. local time	

- 7. 11308 2.06 A.: Requires the equipment to be prepared, primed and finish coated in accordance with Section 09910 High Performance Coating Painting. Schedule on page 8 of 13 of 09910 notes requirements for “exterior pumps”. March pump units are non-metallic in construction and are not typically coated. Iwaki M and MF series pumps are also non-metallic and not typically coated. Can this requirement be clarified as to what surfaces it applies to? Is this meant to also be required of the pump motors which would have a metal casing, though in the 3/4 horsepower rating the motors would be constructed of rolled steel. Cast iron enclosures are not provided until the motor ratings are 1 horsepower or above. I would recommend making changes to 09910 and 11308 2.04 A. to both clarify that NEMA frame motors are required and IEC frame units are not allowed. Clarify if the coating requirement for exterior pumps applies only to any ferrous surface including the motors and further expand on the requirements of 11308 2.04 A. to require a minimum of a one (1) horsepower motor rating and that the motor meet the requirements of IEEE 841.**


Answer: Pump units constructed of corrosion resistant non-metallic materials shall not require coating in accordance with Specification 09910. Pump motors shall be designed and manufactured in accordance with the standards of NEMA 4X and meet the characteristics noted in 2.04.A.1-6. IEC frame units will not be allowed.

- 8. 11308 2.07 A.: “Functional Test” should be termed as a performance test with at least five (5) points on the pump curve including two (2) points at -5% and +5% of the design point.**

Answer: Section 2.07A shall be revised to read as follows:

1. *Functional Test: Perform manufacturer’s standard test on equipment and demonstrate performance in accordance with manufacturer’s pump curve that includes the duty points identified in Section 2.03 Pump Data Sheets.*

- 9. 3.03 B. 1.: These pumps are close coupled with a rabbeted fit between the pump and motor. All alignment references should be removed.**

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>70 Oakdale Drive, Stockbridge, GA 30281</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 1	
	DATE	Monday, December 19, 2022
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 10, 2023, at 10:00 a.m. local time	

Answer: Alignment references within Section 3.03.B. may be disregarded given that pump assembly demonstrates appropriate fit between pump head and motor and is deemed to exhibit minimal vibration as approved by Engineer.

- 10. 3.03 B. 4.: Pump bearings are internal sleeve type and there is no way of monitoring them. Motor bearings are not equipped with RTDs to monitor them and can at best be monitored by an infrared temperature meter. Please revise the requirement.**

Answer: Section 3.03.B.4. shall be deleted in its entirety.

- 11. 3.04 A.: The responsibilities of the manufacturers representative will be provided by Tencarva Machinery Company personnel well qualified to conduct start-up, field testing and training for the provided pumps. Please note the requirement as such**

Answer: Manufacturer’s representative must be well-qualified to conduct startup, field testing, and training for the provided pumps, however, company affiliation will not be directly specified.


- 12. 11308 1.03.B.7.a: Motors will be provided with the motor manufacturer’s paint system which will comply with NEMA 4X classification. Will this be acceptable?**

Answer: See response to Question #7.

- 13. 11308 2.03.A.1 The Iwaki model MX-400F pumps are existing at the plant and are intended to comply with the specifications and project design. These do not have a back pull-out configuration. Will this be acceptable?**

Answer: This is acceptable.

- 14. 11308 2.03.B.5 If the pump runs with the magnet coupling disconnected, the power of coupling will be decreased. The magnetic coupling should not be used to prevent motor overload.**

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>70 Oakdale Drive, Stockbridge, GA 30281</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 1	
	DATE	Monday, December 19, 2022
	RFB NUMBER	2023-WP-01
	RFB OPENING DATE	Tuesday, January 10, 2023, at 10:00 a.m. local time


Answer: Section 2.03.B.5. shall be deleted in its entirety.

15. 11308 2.05.A Is the manufacturer’s standard 304SS nameplate acceptable?

Answer: No, nameplate must be of 316SS construction as noted in the Specification. Tag number may be laser etched rather than die-stamped.


16. 11308.2.05.C Can the minimum anchor bolt diameter requirement be changed to 7/16” to comply with the manufacturer’s standard, recommended baseplate dimensions?

Answer: No change permitted at this time for minimum anchor bolt diameter requirements. The specified minimum anchor bolt diameter is the basis of design requirement. If this is an issue for a specific piece of equipment or a product manufacturer cannot accommodate this, we will review these conditions on a case by case basis during submittal reviews.

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 2	
	DATE	Friday, January 6, 2023
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 17, 2023, at 10:00 a.m. local time	

1. The period in which questions related to the Project may be submitted has been extended. All questions related to the Project shall be submitted by email no later than **10:00 AM, local time, on Tuesday, January 10, 2023**, to James McCullough at James.McCullough@r2tinc.com.

2. The Project's Bid Opening date has been changed. The Bid Opening for the W.J. Hooper Water Production Plant Chemical Storage Systems project will now be **Tuesday, January 17, 2023, at 10:00 AM local time.**

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 3	
	DATE	Thursday, January 12, 2023
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 17, 2023, at 10:00 a.m. local time	

QUESTIONS:

- 1. Please confirm that the Clayton County will waive any fees as it relates to permits like Building or our specialty sub permits, Plumbing & Electrical?**

Answer: No such permits are anticipated for the project; however, per the General Conditions, Contractor is responsible for obtaining and paying for any and all construction permits and licenses associated with the Project.


- 2. Please provide a location on the plans where Concrete Floor Repairs are shown per Detail Concrete Demolition detail 03-100?**

Answer: Detail 03-100 applies to demolition of any existing pads indicated for demolition in the demolition drawings.

- 3. There is some language in the General Notes in detail section 03-100 of the plans, that state the contractor are to demo concrete to sound condition, prior to repairs. There is no way a contractor can quantify the depth of repairs without further information. If there could be potential repairs, then a unit price per SF/depth of repairs should be included in the bid form. Please consider this request.**

Answer: Scope of work applies to condition external to element as shown in detail 03-100. For concrete demolition at condition external to element it is anticipated that concrete to remain indicated in drawings is sound; however, if concrete is damaged during demolition effort, it is the responsibility of the contractor to repair the concrete at no cost to the owner. If concrete is found to be unsound beyond these extents, additional concrete demolition and repair will be covered by the corresponding unit cost item in the Bid Form.

- 4. Please clarify if the Items listed in the Unit Price Bid Schedule are in addition to the items shown on the drawings or should the 3 purlins and 2 columns identified to be replaced be included in the lump sum. The same question is for concrete equipment pads & eyewashes.**

 <p>CLAYTON COUNTY Water AUTHORITY</p> <p>1600 Battle Creek Road, Morrow, GA 30260</p>	W.J. Hooper Water Production Plant Chemical Storage Systems	
	ADDENDUM # 3	
	DATE	Thursday, January 12, 2023
	RFB NUMBER	2023-WP-01
RFB OPENING DATE	Tuesday, January 17, 2023, at 10:00 a.m. local time	

Answer: All items identified in the Unit Price Bid Schedule are IN ADDITION to items indicated in the drawings.

5. **Per paragraph 2.03., the tanks for this project shall be cross-linked high density polyethylene construction with interior antioxidant resistant HDPE resin as required by chemical service. The linear polyethylene lining described in this paragraph is required for chemical resistance for several of the chemical services. Snyder Industries manufactures tanks from cross-linked and high density linear polyethylene resins. As such, a linear lined, cross-linked tank would not be required to meet the severe chemical service applications for this project. Please confirm that high density linear polyethylene tanks (with Mechanical Properties comparable to those Specified, which meet or exceed ASTM D-1998 Specifications, and with NSF approved materials) will be acceptable.**

Answer: Please note that the design intent is to utilize cross-linked polyethylene tanks throughout the project. For “severe chemical service” where cross-linked polyethylene is not directly chemically compatible, the design intent is to provide an internal liner/coating appropriate for severe chemical service as noted in the question and specifications. If, Snyder tanks is unable to provide such an arrangement and thereby unable to meet the specification as worded, Engineer shall allow HDPE tanks meeting applicable mechanical property requirements as listed in the specifications, but only for tanks containing chemicals that are incompatible with XLPE.

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 Description

- A. The work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all work required to rehabilitate the W.J. Hooper WPP's Sodium Hypochlorite, Purate, Sulfuric Acid, Phosphoric Acid, and coagulant systems: Replacement of the Purate, Phosphoric Acid, and Sulfuric Acid Bulk Storage Tanks as well as Sodium Hypochlorite Bulk Storage Tanks #1 and #2. Replacement of the Phosphoric Acid, Sulfuric Acid, Purate, and coagulant transfer pumps, replacement of pipe insulation, jacketing, and heat tracing of all exterior piping in the bulk storage area, modification of the bulk storage and chemical delivery areas' safety shower systems, and all associated miscellaneous process, plumbing, structural, and electrical improvements, as well as rehabilitation of the bulk storage area canopy structure. The extent of the canopy structure rehabilitation is detailed in greater extent in the Drawings and Specification 13122, but shall generally include replacement of all storage area roof decking, purlins, and gutters in addition to specific individual associated structural elements as specified.
- B. All work described above shall be performed as shown on the Drawings and as specified herein.

1.02 Project Location

The project is located at the W.J. Hooper Water Production Plant at the following address:

Clayton County Water Authority
W.J. Hooper WPP
70 Oakdale Drive
Stockbridge, GA 30281

1.03 Quantities

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

END OF SECTION

SECTION 01011

UNIQUE REQUIREMENTS

PART 1 GENERAL

1.01 Scope

- A. The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some requirements are based on technical aspects of the Project, which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede the provisions of the Division 1 through 16 Specifications but shall not supersede the Bidding Requirements, Contract Forms, or Conditions of the Contract.
- B. To accomplish the milestone dates set within this Section, the Contractor shall employ and maintain a skilled workforce resource to initiate and complete work tasks in both a sequential and concurrent manner. The Contractor shall perform extensive pre-planning activities to ensure that all necessary materials, as well as labor and equipment resources are provided to the Project site when needed and are fully utilized. In as much as the work is being performed around an existing operating water treatment facility, the Contractor shall mitigate as much as possible the impact of the new construction on the operation of the existing facility.

1.02 Milestone Dates

- A. The Contractor shall be required to complete the following activities by the indicated date or days after the Notice to Proceed:

Date / Consecutive Calendar Days after Notice to Proceed	Milestone	Liquidated Damages Per Calendar Day
60	Administration Period	\$0
450	Substantial Completion of All Other Work	\$1,000
510	Final Completion of All Work	\$500

1.03 Administration Period

- A. During the Administration Period the Contractor shall be limited in site access to only the following:
 - 1. Nondestructive field verification of existing conditions.
 - 3. Installation of any erosion and sediment control measures.
 - 4. Job site security requirements required by Section 01540.

- B. During the Administration Period the Contractor shall complete, as a minimum, the following:
 - 1. Issuance of contracts, subcontracts, and purchase orders for all major products and systems.
 - 2. Submit all critical path equipment and material submittals for approval and receive approval from Engineer.
 - 3. Prepare and submit approvable documents required by Section 01300, including OPS and the Schedule of Values.
 - 4. Obtain Engineer and Owner approval of all plans for temporary facilities and utilities
 - 5. Establish temporary facilities for the work.
 - 6. Obtain Engineer and Owner approval of baseline construction schedule
 - 7. Obtain Engineer and Owner approval of Contractor's personnel chart including resumes of key personnel and list of emergency contacts
 - 8. Job site security requirements required by Section 01540.
 - 9. Obtain permits from the appropriate regulatory agencies.
 - 10. Obtain Engineer's approval for site access, laydown and parking areas.
 - 11. Submit to Owner and Engineer the Contractor's Safety Plan and Contractor's Quality Control Plan.
 - 12. Obtain Engineer's approval of the Contractor's demolition plan and schedule.
 - 13. Submit pre-construction videography and/or photos showing the pre-

existing conditions of the areas that may and/or will be affected by the project's construction including but not limited to: structures, facilities, utilities, processes, pavement, etc.

14. Obtain Engineer and Owner approval of any additional administrative requirements as established in the Contract Documents but not explicitly listed herein.
- C. The duration of the Administration Period is 60 consecutive calendar days, after which time the Construction Period shall automatically begin. Construction Period may begin prior to the 60 days, provided all requirements of the Administration Period have been completed, submitted, and approved by the Engineer.

1.04 Submittals

A. Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01300 with appropriate times of starting and completion of tasks to Engineer for review.
2. Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the shutdown or disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Engineer are not obligated to accept any of these alternatives.

1.05 Related Work at Site

A. General

1. Other work that is either directly or indirectly related to the scheduled performance of work under these Contract Documents, listed henceforth, is anticipated to be performed at site by others.
2. Coordinate the work of these Contract Documents with work of others as specified in General Conditions.
3. Include sequencing constraints specified herein as a part of progress schedule.

1.06 Existing Facility Operations

- A. Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If at any time, any

portion of the facilities is required to be out of service, the Contractor must obtain approval from the Owner.

- B. Contractor shall provide temporary piping connections to mitigate the impact of the new construction on the operation of the existing facilities.
- C. Contractor shall not close lines, open or close valves, or take other action which would affect the operation of existing systems. The Owner will operate existing valves, gates, and mechanical equipment, except in the case of life safety. Contractor shall provide all stop logs, bulkheads, and temporary plugs. Contractor shall control leakage and dewater as necessary.
- D. Process or Facility Shutdown
 - 15. Submit, 30 days in advance, written request for approval of need to shutdown a process or facility to Owner and Engineer. Describe the reason, anticipated starting date, anticipated length of time, and areas affected by the outage. Additionally, request should include a list of all staff involved with the proposed shutdown, their roles and contact information. Request must also list the material, equipment, supplies, and tools needed to perform the shutdown as well as a list of the activities/tasks associate with the shutdown. Shutdowns or disruptions shall be scheduled to begin on Tuesday through Thursday. Shutdowns shall not be scheduled to begin on Monday or Friday.
 - 16. Power outages will be considered upon 7 days written request to Owner and Engineer. Describe the reason, anticipated length of time, and areas affected by the outage. Provide temporary provisions for continuous power supply to critical facility components.
- E. Provide and maintain bypass facilities and temporary connections, as required by the Owner, to keep existing facilities operational. Sequences other than those specified will be considered upon written request to Owner and Engineer, provided they afford equivalent continuity of operations.
- F. Do not proceed with work affecting a facility's operation without obtaining Owner's and Engineer's advance approval of the need for and duration of such work. Maintain continuous access to existing facility.
- G. Adjacent Facilities and Properties
 - 1. Examinations
 - a. After Effective Date of the Agreement and before Work at site is started, Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions

including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which could be damaged by construction operations.

- H. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration. No additional compensation will be provided to the Contractor should these times extend beyond the normal 40-hour, 5-day work week.
- I. After having coordinated the work with the Owner, the Contractor shall prepare a submittal in accordance with Section 01300 to include the time, time limits, and methods of each connection or alteration and have the approval of the Owner and Engineer before any work is undertaken on the connections or alterations.
- J. Before any roadway or facilities are blocked off, the Owner's approval shall be obtained to coordinate operations for the plant. The Contractor will be required to sequence Project activities so as to maintain access through the Project site for chemical deliveries.

1.07 Sequencing

A. General

1. The Contractor shall be solely responsible for all construction sequencing required to meet the Project specific milestones.
2. All sequencing shall recognize physical, safety, resource, and preferential constraints.
3. The completion of specific preliminary sequencing tasks indicated will be required prior to any significant site demolition. Construction sequencing logic that unnecessarily impacts the full-time operation of the facility will not be permitted.
4. Plant, process, or facility shutdown of any duration will not be allowed unless specifically approved by the Owner and Engineer and in accordance with the requirements detailed in section 1.08 of this Specification.

1.08 Sequencing Constraints

- A. The following construction sequencing constraints are to emphasize critical tasks of the work in this Contract. These specific requirements are provided to aid the Contractor in scheduling the Work. It is not a complete list of all work to be

completed or of all limitations to process interruptions.

1. Administration Period

- a. Establish all erosion and sedimentation control measures as required.
- b. Establish temporary facilities.
- c. Establish security requirements.
- d. Submit all submittals for approval

2. Rehabilitation of Canopy System

- a. Rehabilitation of Canopy System relative to chemical tank replacement shall be conducted in the following general sequence:
 - i. Demolition of components of existing Canopy Systems
 - ii. Replacement of existing chemical tanks (including all required testing and Engineer/Owner approvals)
 - iii. Installation of replacement Canopy System components and reinstallation of components for reuse
- b. Coordinate with Owner to demolish and replace pre-engineered canopy system components as described in the Drawings and Specifications while maintaining operation of existing process, utilities, electrical, controls, and instrumentation.
- c. Contractor shall protect the existing chemical systems and associated appurtenances as needed during canopy system rehabilitation to ensure that existing systems remain satisfactorily operational during rehabilitation of canopy system. Contractor shall ensure that existing chemical facilities may be readily accessed and maintained by plant staff throughout completion of the Work except for chemical systems for which Contractor is given specific approval from Engineer and Owner to temporarily shut down for direct rehabilitation.
- d. Demolish existing components of the canopy system as required. Remove all demolished materials and dispose offsite. Contractor shall coordinate with Owner to ensure that any items desired for salvage by Owner are adequately retained and protected throughout the demolition process.
- e. Contractor shall be responsible for any damage or system interruption to existing plant systems within and around the work area associated

with demolition and replacement of Canopy System components.

3. Chemical Systems

- a. Chemical systems' component rehabilitation shall proceed in such a manner that chemical addition of systems proposed for rehabilitation remains continuously operational throughout the duration of the project except as noted for Purate and sulfuric acid systems. Bulk storage tanks may be removed from service for no greater than one calendar month except as noted for Purate and sulfuric acid systems. Contractor to submit proposed approach for completion of chemical system rehabilitation work in accordance with all requirements of the Specifications during the Administrative Period and may not proceed until receipt of approval from both Owner and Engineer.
- b. Coordinate tank replacement with canopy system rehabilitation work, including the submission of proposed work plans a minimum of 30 days prior to intended initiation of work. Work may not proceed until Contractor receives approval of work plan from both Owner and Engineer.
- c. Any two of the three sodium hypochlorite bulk storage tanks must remain fully operational at all times. Adherence to this requirement will ensure that no temporary chemical storage of sodium hypochlorite is required to maintain constant system operation.
- d. Replacement of components associated with the Purate and sulfuric acid systems shall be conducted in such a manner that the down-time associated with either or both system is limited to two calendar months or less. Component replacement of these systems may occur simultaneously if necessary to limit the total time one or both of the bulk storage systems is not operational. Contractor shall submit request for shutdown of systems a minimum of one month in advance. Owner reserves the right to dictate the allowable date of shutdown including a delay in the proposed shutdown date of up to 3 months with no scheduling credit provided to Contractor. Contractor is advised to submit proposed associated shutdown plan as early as practicable to limit potential delays associated with plant operational requirements.
- e. Replacement of phosphoric acid system bulk storage tank must be conducted such that plant phosphoric acid addition is continuously operational throughout the duration of the project in a manner consistent with typical operations. Due to the plant's usage rate of this chemical, Contractor must submit proposed schedule of replacement 5 months in advance of proposed replacement to ensure the chemical

solution can be adequately drawn down. Proposed tank replacement may be initiated at an earlier date given Owner and Engineer approval based on the volume of existing tank contents at the time Contractor submits proposed replacement schedule. Contractor must utilize temporary storage tanks or totes as needed to ensure constant chemical application capability, with a minimum total storage capacity of 1,000 gallons provided. Temporary storage vessels must be appropriate for chemical stored and Contractor must provide a form of secondary containment capable of retaining 110% of the largest vessel's capacity. Contractor must submit and receive approval from Owner and Engineer of temporary storage plan prior to implementation.

- f. Contractor to coordinate draw down timeline of all existing chemical tanks prior to replacement with Owner. Owner will coordinate with Contractor as much as possible to limit retained chemical solution at the time of tank replacement; however, Contractor is ultimately responsible for the final draining and cleaning of tanks below 1'. Additionally, Contractor is responsible for storage or disposal of unused chemical solution up to 1' of solution depth within the chemical tanks, including but not limited to provision of temporary storage vessels as required.
- g. Transfer pump replacement shall be conducted in such a manner that one of the two pumps associated with a given chemical system is operational at all times unless entirely concurrent with down-time associated with storage tank replacement, such instances must be included in Contractor's proposed work plan and receive prior authorization from Owner and Engineer.

END OF SECTION

SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Scope

- A. Work includes furnishing all plant, labor, equipment, tools, materials, and performing all operations required to complete the Work satisfactorily, in-place, as specified and as indicated on the Drawings.
- B. All costs of required items of work and incidentals necessary for the satisfactory completion of the Work shall be considered as included in the Bid. The cost of work not directly described in the pay item descriptions, but necessary to complete the work of the pay item, shall be considered incidental to the contract and no additional compensation shall be allowed.
- C. The Contractor shall take no advantage of any apparent error or omission on the Drawings or Specifications, and the Engineer shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

1.02 Submittals

- A. The Contractor shall submit to the Engineer for approval, in the form directed or acceptable to the Engineer, a complete schedule of values of the various portions of the Work. An unbalanced breakdown providing for overpayment to the Contractor on items of Work, which would be performed first, will not be approved.
- B. Submit application for payment on a form approved by the Engineer showing allowances, lump sum schedule of value items, and unit price items in accordance with Section 00500 Agreement.
- C. Final payment quantities shall be determined from the record drawings or as measured in the field during construction by the Project Inspector. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after completion of all required work.

1.03 Lump Sum Items

- A. Payment of the lump sum items established in the Contractor's Bid shall be full compensation for all labor, materials, and equipment required to furnish, install, construct, and test the Work covered under the lump sum proposal item.
- B. Payment of the lump sum items established in the Contractor's Bid shall also fully compensate the Contractor for any other work which is not specified or shown, but which is necessary to complete the Work.
- C. The lump sum items shall be specifically subdivided by activity/CSI format, broken-out in the Schedule of Values. Each schedule of value's description of work shall contain a unique identifier for the purpose of differentiating each schedule of value.

- D. Payments for the lump sum items specifically broken-out in the Schedule of Values will be based upon physical progress for each activity in accordance with the breakdown of the Lump Sum prices agreed to in the Schedule of Values.

1.04 Measurement of Quantities

- A. Monthly and Final payments will be based on the project Schedule of Values Breakdown approved by Owner and Engineer. Monthly payments shall be based on quantities determined from progress recorded on project record drawings as approved by the Engineer each month. Record drawings shall be maintained throughout the life of the project. The record drawing lengths, dimensions, quantities, etc. shall be determined by a survey after completion of all required work. The precision of final payment quantities shall match the precision shown for that item in the Bid Schedule or Schedule of Values as required. Measurements will be taken according to the United States standard measurements and in the manner as specified in these Specifications.
- B. General
 - 1. No separate or additional payment shall be made for the requirements contained in the Special Conditions of the Contract Documents. The cost for complying with these requirements shall be included in the prices bid for the items to which they pertain.
 - 2. No separate or additional payment shall be made for the requirements contained in the individual specification sections contained in Division1 – General Requirements of the Technical Specifications. The cost for complying with these requirements shall be included in the prices bid for the items to which they pertain.

1.05 Item No. 1: Base Cost Proposal, Lump Sum Work

- A. Measurement: Lump sum, Complete.
- B. Identification of the portion of the lump sum cost associated with mobilization and demobilization. This cost may not exceed 4% of the total bid amount.
- C. All work to complete the Project, and which is not included in other Items, shall be included in the lump sum amount for BASE COST PROPOSAL as indicated in the Bid Form as Bid Item 1.

1.06 Items No. 2 and 3: Cash and Contingency Allowances

- A. The allowances specified in the Bid Schedule are to establish a fund to pay the cost of items for which the Owner could not establish accurate quantities and/or detailed scope of work. This work shall be completed only at the written direction of the Engineer, and the cost of such work shall be approved prior to performance of the work.
- B. The Contractor shall be responsible for the payment for these services to the

appropriate payee providing such service and shall submit evidence of payments to the Owner and Engineer prior to its inclusion in the progress payments.

- C. Payment will be made for invoices submitted by the Contractor subject to the conditions and limitations in the Contract Documents.
- D. Allowance allocations shall only be paid to the Contractor for completed work authorized by the Owner or Engineer. All allowance dollar amounts not expended shall revert to the Owner at the completion of the project. Should the final allowance costs be less than the specified amount of the allowance, the Contract will be adjusted accordingly by change order. The amount of change order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance item.
- E. Documentation: Submit copies of the invoices with each periodic payment request from the firm providing the services. Submit results of services provided which verify required results.
- F. Item No. 2.1 – Construction Verification Surveying
 - 1. An allowance has been established for the value of this item. This allowance may be used, as authorized and directed by the Owner or Engineer, to pay the costs of any third-party verification of conformance of as-built conditions to the Contract Documents. Costs shall be determined as specified in General Conditions Article 13.02, and as directed by the Engineer.
- G. Item No. 3.1 – Unforeseen Work Elements
 - 1. An allowance has been established for the value of this item. The Contractor agrees that this allowance is for the sole use of Owner to cover costs associated with Unforeseen Work Elements. Costs shall be determined as specified in General Conditions Article 13.02, and as directed by the Engineer. This work, not shown or specified in the Drawings or Specifications and not covered by another item in the Bid Schedule, may be required in the event the Engineer or Owner establishes the need for additional work deemed to be necessary and for the successful completion of this Agreement.

1.07 Item No. 4: Unit Price Work

- A. Proposer agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the items, including all overhead and profit for each type and unit of Work called for in these Proposal Documents.
- B. Proposer acknowledges that unit prices have been computed in accordance with the General Conditions.
- C. Unit Prices, as authorized and directed by the Owner or Engineer, are to pay the costs of additional work associated with concrete repair and rehabilitation (including

protective coatings), safety shower replacement (if determined to be necessary), and various items associated with the portion of the Work associated with rehabilitation of the existing canopy systems as detailed in Bid Item 4 of the Bid Form. Costs shall be determined as specified in General Conditions, and as directed by the Engineer. This work, not shown or specified in the Drawings or Specifications, and not covered by another item in the Cost Proposal Schedule, may be required in the event the Engineer establishes the need for additional work deemed to be necessary and for the successful completion of this Agreement.

END OF SECTION

SECTION 01210
PROGRESS PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SUMMARY

- A. Administrative and procedural requirements for progress payment to the Contractor by the Owner.

1.02 ADMINSTRATIVE REQUIREMENTS

- A. General: Contractor's request for payment shall be in accordance with the Agreement, General Conditions and Supplementary Conditions, and the Specifications.

- B. Procedure:

- 1. Review with Resident Project Representative (RPR) quantities and the Work proposed for inclusion in each progress payment. Application for Payment shall cover only the Work and quantities recommended by the RPR.
- 2. Submit to Engineer one electronic original of each complete Application for Payment and other documents to accompany the Application for Payment.
- 3. Engineer will act on request for payment in accordance with the General Conditions and Supplementary Conditions.

- C. Requirements:

- 1. Use AIA forms G702 and G703 for Application for Payment. Application for Payment details and format must be suitable to the Engineer and Owner.
- 2. Completed Application for Payment form, including summary/signature page, progress estimate sheets, and stored materials summary. Progress estimate sheets shall have the same level of detail as the Schedule of Values.
- 3. Stored materials summary shall differentiate on-site stored materials from off-site stored materials. For Contractor to receive payment for off-site stored materials, in addition to requirements of Paragraph 1.02C.3 below, RPR must verify Contractor is in possession of materials.
- 4. For materials and equipment not incorporated in the Work but suitably stored, submit documentation in accordance with the General Conditions and Supplementary Conditions. Legibly indicate on invoice or bill of sale the specific materials or equipment included in the payment request and corresponding bid/payment item number for each.

5. An updated Progress Schedule meeting the requirements of Section 01200 shall accompany each Application for Payment.
 6. Beginning with the second Application for Payment, Interim and/or Final Waiver and Release forms are required to be submitted with each Application for Payment.
 7. For payment requests that include payment for Work under an allowance, submit documentation acceptable to Owner of the authorization of allowance Work.
 8. For payment requests (other than request for final payment) that include reduction or payment of retainage in an amount greater than that required in the Contract Documents, submit on form acceptable to Owner consent of surety to partial release or reduction of retainage.
- D. Requirements for request for final payment are in the General Conditions, as modified by the Supplementary Conditions.

1.03 SUPPLEMENTS

- A. The supplements listed below, following "END OF SECTION", are part of this Specification.
1. Interim Waiver and Release Upon Payment
 2. Waiver and Release Upon Final Payment

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**PART 4 – STATE OF GEORGIA
COUNTY OF CLAYTON**

**WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
UPON INTERIM PAYMENT**

The undersigned mechanic and/or materialman has been employed by the Clayton County Water Authority to furnish:

[describe materials and/or labor] for the construction of improvements known as: _____ [title of the project or building]; which is located in the City of _____, County of _____, and is owned by the Clayton County Water Authority and more particularly described as follows:

[describe the property upon which the improvements were made using either a street address of the project, metes and bounds description, or the land lot district, block and lot number]: See Attachment: yes no

Upon the receipt of the sum of \$ _____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property or any rights against any labor and/or material bond through the date of _____ [date of signature] and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said building or premises.

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. § 44-14-366.

COUNTERPARTS AND ELECTRONIC SIGNATURES: This Waiver may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20____.

(Signature of Deponent) (SEAL)

(Printed/Typed Name and Title)

Deponent, individually, and as duly authorized agent and duly elected and acting officer of Company.

(Company Name)

(Witness)

(Address)

PERSONALLY, APPEARED BEFORE ME, a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this _____ day of _____, 20____.

Notary Public _____

Commission Expiration Date: _____

(NOTARY SEAL)

STATE OF GEORGIA
COUNTY OF CLAYTON

WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
UPON FINAL PAYMENT

The undersigned mechanic and/or materialman has been employed by the Clayton
County Water Authority to furnish:

[describe materials and/or labor] for the construction of improvements known as:
_____ [title of the project or building];
which is located in the City of _____, County of _____,
and is owned by the Clayton County Water Authority and more particularly described as
follows:

[describe the property upon which the improvements were made using either a street
address of the project, metes and bounds description, or the land lot district, block and
lot number]: See Attachment: yes no

Upon the receipt of the sum of: \$ _____, the mechanic
and/or materialman waives and releases any and all liens or claims of liens it has upon
the foregoing property or any rights against any labor and/or material bond on account
of labor or materials, or both, furnished by the undersigned to or on account of Clayton
County Water Authority for said property.

**NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE
CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL
LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY
AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING
THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH
ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90
DAYS AFTER THE DATE STATED BELOW UNLESS YOU FILE AN AFFIDAVIT OF
NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE
FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER
THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER
O.C.G.A. § 44-14-366.**

COUNTERPARTS AND ELECTRONIC SIGNATURES: This Waiver may be executed in
one or more counterparts, each of which will be deemed to be an original, but all of which

together will constitute one and the same instrument. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

PERSONALLY, APPEARED BEFORE ME, the undersigned officer, duly authorized by law to administer oaths, comes _____ (the "Deponent"), who after first being duly sworn according to law, deposes and says under oath as follows:

1. That Deponent is the duly authorized agent and duly elected and acting officer of _____ (the "Contractor"), and is duly authorized to execute this Final Contractor's Affidavit, Lien Waiver and Indemnification (this "Affidavit") in a representative capacity on behalf of Contractor, as well as in Deponent's individual capacity, and Deponent has made diligent inquiry into and is personally familiar with and has full knowledge of all facts set forth herein.

2. That Contractor acted as the sole general contractor in charge of and directly responsible for the building and construction of all improvements (the "Work") located as reflected above (the "Property"), all of which Work was performed pursuant to the terms of that certain agreement dated _____ (the "Agreement") by and between Contractor and the Clayton County Water Authority as the owner or agent of the owner of the Property (the "Owner"). The Work includes, without limitation, all Work under or related to the Agreement and all change orders to the Agreement, and all supplemental contracts and subcontracts, whether oral or written, for any extra, additional or replacement labor or materials. Contractor is, and performed the Work as, an independent general contractor and Contractor is not an agent of Owner, and all of the Work was furnished and performed at the instance of Contractor as general contractor.

3. That the Work has been fully and finally completed in strict accordance with the terms of the Agreement, and Contractor has at all times since the commencement of the Work been in direct charge of all aspects of the Work, and Contractor has obtained a current valid permanent certificate of occupancy for the Property and the Work, and the Work has been completed within the boundary lines of the Property.

4. Upon receipt of the sum reflected above, Contractor acknowledges that Owner has paid in full to Contractor the full contract price under the Agreement (the "Contract Price"), which Contract Price includes, without limitation, all amounts and bills for all labor, materials, fixtures and supplies of any type whatsoever used in the Work. Upon receipt of these monies, all contractors, subcontractors, subcontractors of subcontractors, materialmen, suppliers and laborers will be paid in full the agreed price or reasonable value for all materials and supplies ordered, used or furnished and services and labor rendered in connection with or as a part of the Work, and none of such parties have or will have any claim, demand or lien against the Property, and all of the amounts paid by Owner to Contractor under the Agreement have been and will be used to pay for labor or materials used in the Work when no liens or claims of lien were filed or outstanding. There are no disputes regarding the Agreement or any other contracts or subcontracts with respect to the Work or the Property, and, except for bills associated with these final monies, there are no amounts due or unpaid bills of any nature, either for labor or services

related to the Work or the Property or any materials which have been or may have been placed upon, or applied or delivered to the Property, and Contractor does hereby unconditionally agree to hold harmless and indemnify Owner from and against all claims for mechanic's or materialman's liens or claims of lien, including, without limitation, any attempted foreclosure thereof, which in any way arise out of or are related to the Work or the Property, including, without limitation, any attorney's fees incurred in connection therewith.

5. That Contractor does hereby for itself, and its employees, suppliers, subcontractors, mechanics and materialmen and all other persons acting for, through, or under Contractor, waive, remise, relinquish and release all right to file or to have filed or to maintain any materialman's or mechanic's lien or liens or claim or claims against the Property or arising out of or related to the Work. This Affidavit is executed and given in favor of and for the benefit of, and may be relied upon by, Owner and each and every party legally or equitably, now or hereafter, owning or holding any interest in the Property.

6. That this Affidavit is a sworn statement made under the provisions of Official Code of Georgia Annotated Section 44-14-361.2, and is made for the purpose of inducing Owner to pay to Contractor the balance of the Contract Price pursuant to the terms of the Agreement.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(Signature of Deponent)

(SEAL)

(Printed/Typed Name and Title)

(Witness)

(Address)

NOTARY ACKNOWLEDGMENT

Sworn to and subscribed before me, a Notary Public in and for said State and County, the Deponent, who, being personally known to the undersigned and being duly sworn and on oath deposed and said that the within and foregoing statements are true and correct this ____ day of _____, 20__.

Notary Public _____

Commission Expiration Date: _____ (NOTARY SEAL)

SECTION 01300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 Scope

- A. The work under this Section includes submittal to the Engineer of shop drawings, product data and samples required by the various Sections of these Specifications.
- B. Submittal Contents: The submittal contents required are specified in each Section.
- C. Definitions: Submittals are categorized as follows:
 1. Shop Drawings
 - a. Shop drawings shall include technical data, drawings, diagrams, procedures and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
 - b. Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detailed shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawings to be used in connection with the work without appropriate final "Action" markings by the Engineer.
 - c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, Specification Section, schedule or room numbers shown on the Contract Drawings.
 - d. Minimum assembly drawings sheet size shall be 11x17 inches.

- e. Minimum detail sheet size shall be 8-1/2 x 11-inches.
- f. Minimum Scale:
 - i. Civil / Site: 1-inch = 30 feet.
 - ii. All others: 1/4-inch = 1 foot.

2. Product Data

- a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
- b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements that have been checked and special coordination requirements.

3. Samples

- a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- b. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide a full set of optional samples where the Engineer's selection is required. Prepare samples to match the Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples shall be submitted to the Engineer for review to confirm the color, pattern, texture and "kind". The Engineer will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.

4. Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, Project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the work but not processed as shop drawings, product data or samples.

1.02 Specific Category Requirements

- A. General: Except as otherwise indicated in the individual work sections, comply with the general requirements specified herein for each indicated category of submittal. Submittals shall contain:
 1. The date of submittal and the dates of any previous submittals.
 2. The Project title.
 3. The submittal number.
 4. The Names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 5. Identification of the product, with the Specification Section number, permanent equipment tag numbers and applicable Drawing No.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the work or materials.
 8. Applicable standards, such as ASTM or Federal specification numbers.
 9. Notification to the Engineer in writing of any deviations to the requirements of the Contract Documents. The notification of deviation shall be clearly marked by the Contractor in the body of the submittal and stated in text in the Contractor's remarks on the transmittal document of the submittal. Indicate the reasons for the deviations and the benefits to the Project.
 10. Identification of revisions on resubmittals.

11. An 8 x 3-inch blank space for Contractor and Engineer stamps.
12. A stamp, initialed or signed, certifying the Contractor's review of the submittal and indicating the submittal's status relative to the requirements of the Contract Documents.

1.03 Routing of Submittals

- A. Submittals and routine correspondence shall be routed as follows:
 1. Supplier to Contractor (through representative if applicable)
 2. Contractor to Engineer
 3. Engineer to Contractor and Owner
 4. Contractor to Supplier

1.04 Submittal Log

- A. The submittal log shall be created by the Engineer and issued to the Contractor as the complete listing of submittals required for the Project.

PART 2 PRODUCTS

2.01 Shop Drawings

- A. Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to scale and large enough and in sufficient detail to show all pertinent features of the submitted item and its method of connection to the work.
- B. Submit all shop drawings larger than 11" x 17" in the form of one clean black and white copy. No bluelines will be accepted.
- C. Submit all shop drawings 11" x 17" and smaller electronically. The Drawings shall be reviewed and comments, if any, returned to the Contractor electronically with the status of the submittal indicated. One signed hard copy shall be returned to the Contractor.
- D. Final wiring, power, and control diagrams shall be submitted as specified.

2.02 Manufacturer's Literature

- A. Where the content of submitted literature from manufacturers includes data

not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Engineer's review.

- B. Submit manufacturer's literature electronically. The literature shall be reviewed and comments, if any, returned to the Contractor electronically with the status of the submittal indicated. Electronic documents 50 pages in length or longer must have significant sections and subsections bookmarks included for ease of review. One signed hard copy shall be returned to the Contractor.

2.03 Samples

- A. Samples shall illustrate the material, workmanship and established standards by which completed work is judged.
- B. Unless otherwise specifically directed by the Engineer, all samples shall be made of and derived from the proposed product to be furnished.
- C. Submit the number of samples that are desired by the Contractor to be returned plus one sample, which will be retained by the Engineer on site. Samples shall be reviewed and comments, if any, returned to the Contractor electronically with the status of the submittal indicated.

2.04 Colors

- A. Unless the precise color and pattern is specifically described in the Contract Documents, wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Engineer for review and selection.
- B. Submit the number of color and pattern charts that are desired by the Contractor to be returned plus three charts to be retained by the Engineer.
- C. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

Part 3 EXECUTION

3.01 Contractor's Coordination of Submittals

- A. Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material and products, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, catalog numbers and similar data.

2. Coordinate as required with all trades and all public agencies involved.
 3. Submit a written statement of review and certification of compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section.
 4. Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents. Clearly mark the deviation in the body of the submittal and state the deviation on the transmittal form of the submittal. Describe the benefits and reasons for the deviation.
- B. Each shop drawing sheet and the cover page of all data shall bear the Contractor's stamp showing that the submittal has been fully reviewed. Shop drawings submitted to the Engineer without the Contractor's stamp will not be reviewed by the Engineer. The submittal will be returned to the Contractor for conformance with this requirement.
- C. The Owner, at its discretion, may charge the Contractor for the Engineer's review cost if more than two reviews of a submittal occur before a "No Exceptions Taken" status is achieved.
- D. Packaging of Submittals
1. Submittals shall be packaged. Submittals in packages shall be submitted simultaneously. Unless otherwise specifically permitted by the Engineer, make all submittals in packages containing all submittals indicated by the submittal log to be packaged together.
 2. No review will be given to partial submittals or incomplete packages of submittals. It is the Contractor's responsibility to assemble the shop drawings for interconnecting and interdependent items, check them and then make one submittal to the Engineer along with Contractor's comments as to compliance, non-compliance or features requiring special attention.
 3. The Engineer will provide the Contractor the list of packages with the submittal log.
- E. List of Submittals: The Engineer will create the submittal log, define how the submittals will be numbered and described, and identify how the submittals are to be packaged. The Contractor may propose changes and supplements to the log.

3.02 Timing of Submittals

- A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery. Time lost due to unacceptable submittals shall be the Contractor's responsibility.
- B. In scheduling, allow sufficient time for the Engineer's review following the receipt of the submittal.

3.03 Reviewed Submittals

A. Engineer Review

1. Allow 30 days for the Engineer's processing of each submittal, including resubmittals, requiring review and response, except allow longer periods for submittals needing coordination with subsequent submittals. The Engineer shall inform the Contractor promptly when it is determined that a submittal being processed must be held for coordination. Allow a minimum of two weeks for reprocessing each submittal requiring coordination.
2. Acceptable submittals with no review comment shall be marked "No Exceptions Taken". A submittal with a "NET" status shall not be resubmitted.
3. Acceptable submittals with a minor comment or comments offered merely to alert the Contractor to some issue or provide information will be marked "No Exceptions Taken with Comment". A submittal with an "NETC" status shall not be resubmitted.
4. Submittals requiring minor corrections will be marked "Make Corrections Noted". The Contractor may order, fabricate and ship the products, provided the indicated corrections are made. A submittal with an "MCN" status must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of the submitted product.
5. Submittals marked "Amend and Resubmit" must be resubmitted with revisions reflecting the Engineer's comments. The Contractor shall not order, fabricate or ship items that correspond to an "A&R" submittal.
6. Submittals marked "Rejected" are not acceptable. Upon return of a

submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.

- B. No product shall be installed that does not have a corresponding submittal bearing a status of "No Exceptions Taken". The Contractor shall maintain at the job site a complete set of current submittals indicating the review status established by the Engineer.
- C. Substitutions: In the event the Contractor obtains the Engineer's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- D. Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the submittals. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.04 Resubmission Requirements

- A. Clearly mark, identify, and alert the Engineer to the presence of changes within the resubmittal that are other than those required by the Engineer's comments on the previous submittal.
- B. Respond to each comment.

SECTION 01400

CONTRACTOR QUALITY CONTROL

PART 1 – GENERAL

1.01 SUMMARY

- A. Maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to the Contract Documents.
- B. Maintain complete inspection records on a cloud-based document management system and make them available at all times to Owner and Engineer.
- C. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract Documents. The system shall cover all construction and demolition operations, both onsite and offsite, including Work by subcontractors, fabricators, suppliers and purchasing agents, and shall be keyed to the proposed construction sequence.

1.02 DEFINITIONS

- A. Quality Assurance (QA): The means by which Contractor ensures that the construction, to include that performed by subcontractors and suppliers, complies with the requirements of the Contract.
- B. Quality Control (QC): The Contractor's definition of how the project quality will be managed during construction of the project

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination Meeting
 - 1. After the Preconstruction Conference, but before start of construction, and prior to acceptance of the QA Plan, schedule a meeting with Engineer and Owner to discuss the quality control system.
 - 2. Develop a mutual understanding of the system details, including the forms for recording the QA operations, control activities, testing, administration of the system for both onsite and offsite Work, and the interrelationship of Contractor's management and control with the Owner's Quality Assurance.
 - 3. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the QA system or procedures that may require corrective action by Contractor.

B. Quality Control Organization

1. QA Manager:

- a. Designate an individual within Contractor's organization who will be responsible for overall management of QA and have the authority to act in QA matters for the Contractor.
- b. QA Manager may perform other duties on the Project but may not be the Contractor's Project Manager.
- c. QA Manager shall be an experienced construction person, with a minimum of 3 years construction experience on similar type Work.
- d. QA Manager shall report to the Contractor's project manager or someone higher in the organization. Project manager in this context shall mean the individual with responsibility for the overall quality and production management of the Project.
- e. Identify an alternate for QA Manager to serve with full authority during the Manager's absence. The requirements for the alternate will be the same as for designated QA Manager.

2. QA Staff:

- a. Designate a QA staff, available at the Site at all times during progress, with complete authority to take any action necessary to ensure compliance with the Contract. QA staff members shall be subject to acceptance by Engineer.
- b. QA staff shall take direction from QA Manager in matters pertaining to QC.
- c. QA staff must be of sufficient size to ensure adequate QC coverage of Work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.
- d. The actual strength of the QA staff may vary during any specific Work period to cover the needs of the Project. Add additional staff when necessary for a proper QA organization.

3. Organizational Changes: Obtain Engineer's acceptance before replacing any member of the QA staff. Requests for changes shall include name, qualifications, duties, and responsibilities of the proposed replacement.

1.04 SUBMITTALS

- A. Submittals shall be as specified in Section 01300, Submittal Procedures.
- B. Action Submittal:
 - 1. QA Plan: Submit no later than 30 days after receipt of Notice to Proceed.
 - 2. Contractor's Statement of Responsibility, for any Contractor or Subcontractor responsible for the construction or fabrication of a seismic system or seismic component.
- C. Informational Submittal:
 - 1. QA Report: Submit weekly.

1.05 OWNER'S QUALITY ASSURANCE

- A. All Work is subject to Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents.
- B. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:
 - 1. Relieve Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of Owner after acceptance of the completed Work.
- C. The presence or absence of a quality assurance inspector does not relieve Contractor from any Contract requirement.
- D. Promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Engineer.
- E. Owner may charge Contractor for any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Quality assurance inspections and tests will be performed in a manner that will not unnecessarily delay the Work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 QUALITY CONTROL PHASING

A. QA shall include at least three phases of control to be conducted by QA Manager for all definable features of Work, as follows:

1. Preparatory Phase:
 - a. This phase shall include a meeting conducted by the QA Manager and attended by the superintendent, other QA personnel (as applicable), and the foreman responsible for the definable feature. The QA Manager shall instruct applicable QA staff as to the acceptable level of workmanship required in order to meet Contract requirements.
 - b. Document the results of the preparatory phase meeting by separate minutes prepared by the QA Manager and attached to the QC report.
 - c. Perform prior to beginning Work on each definable feature of Work:
 - 1) Review applicable Contract Specifications.
 - 2) Review applicable Contract Drawings.
 - 3) Verify that all materials and/or equipment have been tested, submitted, and approved.
 - 4) Verify that provisions have been made to provide required control inspection and testing.
 - 5) Examine the Work area to verify that all required preliminary Work has been completed and is in compliance with the Contract.
 - 6) Perform a physical examination of required materials, equipment, and sample Work to verify that they are on hand, conform to approved Shop Drawing or submitted data, and are properly stored.
 - 7) Review the appropriate activity hazard analysis to verify safety requirements are met.
 - 8) Review procedures for constructing the Work.

- 9) Document construction tolerances and workmanship standards for that phase of the Work.
- 10) Check to verify that the plan for the Work to be performed, if so required, has been accepted by Engineer.

2. Initial Phase:

a. Accomplish at the beginning of a definable feature of Work:

- 1) Notify Owner at least 48 hours in advance of beginning the Initial Phase.
- 2) Perform prior to beginning Work on each definable feature of Work:
 - a) Review minutes of the preparatory meeting.
 - b) Check preliminary Work to verify compliance with Contract requirements.
 - c) Verify required control inspection and testing.
 - d) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Comparison with samples as appropriate.
 - e) Resolve all differences.
 - f) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- 3) Separate minutes of this phase shall be prepared by the QA Manager and attached to the QC report. Minutes shall be used for future reference and comparison with Follow-Up phases.
- 4) The Initial Phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3. Follow-up Phase:

- a. Perform daily checks to verify continuing compliance with Contract requirements, including control testing, until completion of the particular feature of Work.

- b. Daily checks shall be made a matter of record in the QA documentation and shall document specific results of inspections for all features of Work for the day or shift.
 - c. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of Work that will be affected by the deficient Work. Constructing upon or concealing nonconforming Work will not be allowed.
4. Additional Preparatory and Initial Phases: Additional Preparatory and Initial Phases may be conducted on the same definable features of Work as determined by Owner if the quality of ongoing Work is unacceptable; or if there are changes in the applicable QC staff or in the onsite production supervision or work crew; or if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.02 CONTRACTOR QUALITY CONTROL PLAN

A. General:

- 1. Plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used to carry out Contractor's quality assurance and quality control responsibilities. Coordinate with Contractor's construction schedule.
- 2. An interim plan for the first 60 days of operation will be considered.
- 3. Construction will be permitted to begin only after acceptance of the QA Plan or acceptance of an interim plan applicable to the particular feature of Work to be started.
- 4. Work outside of the features of Work included in an accepted interim plan will not be permitted to begin until acceptance of a QA Plan or another interim plan containing the additional features of Work to be started.

B. Content:

- 1. Plan shall cover the intended QA organization for the entire Contract and shall include the following, as a minimum:
 - a. Organization: Description of the quality control organization, including a chart showing lines of authority and acknowledgment that the QA staff will implement the three-phase control system (see 3.01) for all aspects of the Work specified.
 - b. QA Staff: The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

- c. Letters of Authority: A copy of a letter to the QA Manager signed by an authorized official of the firm, describing the responsibilities and delegating sufficient authorities to adequately perform the functions of the QA Manager, including authority to stop Work which is not in compliance with the Contract. The QA Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities.
 - d. Submittals: Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers and purchasing agents.
 - e. Inspections: description for each specific inspection to include the inspection name, frequency, specification paragraph containing the inspection requirements, entity responsible for the inspection, and a schedule of inspections.
 - f. Testing: Description, control, verification and acceptance testing procedures for each specific test to include the test name, frequency, specification paragraph containing the test requirements, the entity, personnel, and laboratory responsible for each type of test, and an estimate of the number of tests required, and a schedule of tests.
 - g. Procedures for tracking Preparatory, Initial, and Follow-Up control phases and control, verification, and acceptance tests, including documentation.
 - h. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
 - i. Reporting procedures, including proposed reporting formats; include a copy of the QA report form.
- C. Acceptance of Plans: Acceptance of the Contractor's basic and addendum QA plans is required prior to the end of the Administration Period. Acceptance is conditional and will be predicated on satisfactory performance during the construction. Owner reserves the right to require Contractor to make changes in the QA plan and operations including removal of personnel, as necessary, to obtain the quality specified.
- D. Notification of Changes: After acceptance of the QA plan, Contractor shall notify Engineer, in writing, a minimum of 7 calendar days prior to any proposed change. Proposed changes are subject to acceptance by Engineer.

3.03 CONTRACTOR QUALITY CONTROL REPORT

- A. As a minimum, prepare a QA report for every 7 calendar days. Account for all days throughout the life of the Contract. Reports shall be signed and dated by QA Manager. Include copies of test reports and copies of reports prepared by QC staff.
- B. Maintain current records of quality control operations, activities, and tests performed, including the Work of subcontractors and suppliers.
- C. Records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:
 - 1. Contractor/subcontractor and their areas of responsibility.
 - 2. Work performed today, giving location, description, and by whom. Indicate a description of trades working on the Project; the number of personnel working; weather conditions encountered; and any delays encountered. When a network schedule is used, identify each phase of Work performed each day by activity number.
 - 3. Test and/or control activities performed with results and references to specifications/plan requirements. Report to include control phase (Preparatory, Initial, Follow-up), photos, interpretation of results, and recommendations for acceptance, retesting, or reinspecting. List deficiencies noted along with corrective action.
 - 4. Material received with statement as to its acceptability and storage.
 - 5. Identify submittals reviewed, with Contract reference, by whom, and action taken.
 - 6. Offsite surveillance activities, including actions taken.
 - 7. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
 - 8. List instructions given/received and conflicts in Drawings and/or Specifications.
 - 9. These records shall cover both conforming and deficient features and shall include a statement that the equipment and materials incorporated into the work and the workmanship comply with the Contract.
 - 10. Contractor's verification statement.

3.04 TESTING QUALITY CONTROL

- A. Testing services for this project shall be through separate contract for Services During Construction.

3.05 COMPLETION INSPECTION

- A. QA Manager shall conduct an inspection of the Work at the completion of all Work or any milestone established by a completion time stated in the Contract.

- B. Punchlist:

1. QA Manager shall develop a punchlist of items which do not conform to the Contract requirements.
2. Include punchlist in the QA report, indicating the estimated date by which the deficiencies will be corrected.
3. QA Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Owner.
4. These inspections and any deficiency corrections required will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the Project is divided into increments by separate completion dates.

END OF SECTION

SECTION 01450
SPECIAL INSPECTION AND TESTING AND OBSERVATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section covers requirements for Special Inspection, Observation, and Testing required in accordance with Chapter 17 of the 2018 IBC and with 2020 and 2022 State of Georgia Amendments and is in addition to and supplements requirements included in Statement of Special Inspections provided in Supplement located at end of this section. Special Inspections and Tests hereafter will be referred to as Special Inspections.

1.02 REFERENCES

- A. The following is a list of standards which may be referenced in this section:
1. American Society of Civil Engineers (ASCE): 7, Minimum Design Loads for Buildings and Other Structures.
 2. International Code Council (ICC):
 - a. International Building Code (IBC).
 - b. Evaluation Service (ICC-ES) Reports and Legacy Reports.
 3. State of Georgia Amendments

1.03 DEFINITIONS

- A. Agencies and Personnel:
1. Agency Having Jurisdiction (AHJ): Permitting building agency; may be a federal, state, local, or other regional department, or individual including building official, fire chief, fire marshal, chief of a fire prevention bureau, labor department, or health department, electrical inspector; or others having statutory authority. AHJ may be Owner when authorized to be self-permitting by governmental permitting agency or when no governmental agency has authority.
 2. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.
 3. Registered Design Professional in Responsible Charge: An individual who is registered or licensed to practice their respective design profession as defined by statutory requirements of professional registration laws of state or jurisdiction in which Project is to be constructed.
 4. Special Inspector: Qualified person selected by Owner (or agent of Owner), who will demonstrate competence to the satisfaction of AHJ for inspection of a particular type of construction or operation requiring Special Inspection.

B. Statement of Special Inspections: Detailed written procedure establishing systems and components subject to Special Inspection, Observation, and Testing during construction, type and frequency of testing, extent and duration of Special Inspection, and reports to be completed and distributed by Special Inspector.

C. Special Inspection:

1. Special Inspection: Inspection required of materials, installation, fabrication, erection, or placement of components and connections requiring special expertise to ensure compliance with approved Contract Documents and referenced standards.
2. Special Inspection, Continuous: Full-time observation of work requiring Special Inspection by an approved Special Inspector who is present in area where the Work is being performed.
3. Special Inspection, Periodic: Part-time or intermittent observation of the Work requiring Special Inspection by an approved Special Inspector who is present in area where the Work has been or is being performed, and at completion of the Work.

D. Structural Systems and Components:

1. Diaphragm: Component of structural lateral load resisting system consisting of roof, floor, or other membrane or bracing system acting to transfer lateral forces to vertical resisting elements of structure.
2. Drag Strut or Collector: Component of structural lateral load resisting system consisting of diaphragm or shear wall element that collects and transfers diaphragm shear forces to vertical force-resisting elements or distributes forces within diaphragm or shear wall.
3. Seismic-Force-Resisting System: That part of structural lateral load resisting system that has been considered in the design to provide required resistance to seismic forces identified on Drawings.
4. Shear Wall: Component of structural lateral load resisting system consisting of a wall designed to resist lateral forces parallel to plane of the wall. Unless otherwise noted on Drawings, load-bearing walls with direct in-plane connections to roof and floors shall be considered to be shear walls.
5. Wind-Force-Resisting System: That part of the structural system that has been considered in the design to provide required resistance to wind forces identified on Drawings.

E. Nonstructural Components:

1. Electrical Component Supports: Structural members or assemblies which transmit loads and forces from electrical equipment to structure, including braces, frames, legs, pedestals, and tethers, as well as elements forged or cast as part of component for anchorage.
2. Mechanical Component Supports: Structural members or assemblies which transmit loads and forces from mechanical equipment to structure,

including braces, frames, skirts, legs, saddles, pedestals, snubbers, and tethers, as well as elements forged or cast as part of component for anchorage.

F. Professional Observation:

1. Does not include or waive responsibility for required Special Inspection or inspections by building official.
2. Requirements are indicated on Statement of Special Inspections.
3. Geotechnical Observation: Visual observation of selected subgrade bearing surfaces and installation of deep foundation elements by a registered design professional for general conformance to Contract Documents.
4. Structural Observation: Visual observation of structural system(s) by a registered design professional for general conformance to Contract Documents.

1.04 SUBMITTALS

- A. Fabricator's Certificate of Compliance: Form shall be completed by entity responsible for shop fabrication of structural load-bearing members and assemblies. Refer to Article.
- B. Pre-construction meeting minutes.

1.05 STATEMENT OF SPECIAL INSPECTIONS REQUIREMENTS

A. Designated Systems for Inspection:

1. Seismic-force-resisting systems designated under IBC Section 1705 and subject to Special Inspection under Section 1705: See Drawings for basic lateral load resisting systems for each structure and other designated seismic systems.
2. Wind-force-resisting systems designated under IBC Section 1705: None required.
3. Architectural, Mechanical, and Electrical Components subject to Special Inspection under IBC Section 1705.12.5, 1705.12.6, and 1705.13 for Seismic Resistance: As listed in Statement of Special Inspection for Seismic Resistance.

B. Statement of Special Inspections:

1. As included in Supplement located at end of this section and in support of building permit application, Project-specific requirements were prepared by Registered Design Professional in Responsible Charge. The following identifies elements of inspection, observation, and testing program to be followed in construction of the Work.
 - a. Designated seismic systems and main seismic-force- and wind-force-resisting systems and components that are subject to Special Inspection for lateral load resistance.

- b. Special Inspection and testing required by IBC Section 1705 and other applicable sections and referenced standards therein.
 - c. Type and frequency of Special Inspection required.
 - d. Type and frequency of testing required.
 - e. Required frequency and distribution of testing and Special Inspection reports to be distributed by Special Inspector to Engineer, Contractor, building official, and Owner.
 - f. Geotechnical Observation to be Performed: Required frequency and distribution of Geotechnical Observation reports by registered design professional to Contractor, building official, and Owner.
 - g. Structural Observations to be Performed: Required frequency and distribution of Structural Observation reports by registered design professional to Contractor, building official, and Owner.
- C. Special Inspection and associated testing of shop fabrication and field construction will be performed by an approved accredited independent agency or by Agency Having Jurisdiction's (AHJ) approved, qualified inspection staff. Owner (or agent of Owner) will secure and pay for services of agency to perform Special Inspection and associated testing.
- D. Code required Special Inspection with associated testing and Professional Observation, as provided in Statement of Special Inspections and further provided in this section, is for benefit of Owner and does not:
- 1. Relieve Contractor of responsibility for providing adequate quality control measures.
 - 2. Relieve Contractor of responsibility for damage to or loss of material before acceptance.
 - 3. Constitute or imply acceptance.
 - 4. Affect continuing rights of Owner after acceptance of completed Work.
- E. The presence or absence of code required Special Inspector and Professional Observer does not relieve Contractor from Contract requirements.
- F. Contractor is responsible for additional costs associated with Special Inspection, Observation and Testing when Work is not ready at time identified by Contractor and Special Inspectors and Professional Observer are onsite, but not able to provide contracted services.
- G. Contractor is responsible for associated costs for additional Special Inspection and Testing and Professional Observation by Special Inspectors and Professional Observers required because of rejection of materials of in place Work that cannot be made compliant to Contract Document without additional inspections, observation, and testing.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Requirements of the Statement of Special Inspections are provided by the Owner. All other testing and inspections, unless noted otherwise, are provided by Contractor.
- B. Prepare pre-construction meeting agenda and organize meeting. Notify attendees at least 14 days in advance. Provide meeting room.
- C. Provide access to shop or Site for Special Inspection and Testing and Professional Observation requirements.
- D. Notify Engineer in advance of required Special Inspection and Professional Observation no later than 48 hours prior to date of Special Inspection and Professional Observation.
- E. Provide access for Special Inspector to construction documents.
- F. Retain special inspection records on-site to be readily available for review.
- G. Cooperate with Special Inspector and provide safe access to the Work to be inspected.
- H. Submit Fabricator's Certificates of Compliance for approved fabricators.
- I. Provide reasonable auxiliary services as requested by the Special Inspector. Auxiliary services required include, but not limited to:
 - 1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests to assist the Special Inspector in performing test/inspections.
 - 2. Providing storage space for the Special Inspector's exclusive use, such as for storing and curing concrete test samples and delivery of samples to testing laboratories.
 - 3. Providing the Special Inspector with access to all approved submittals.
 - 4. Providing security and protection of samples and test equipment at the Project Site.
 - 5. Provide samples of materials to be tested in required quantities.
- J. When required by Registered Design Professional in Responsible Charge, provide access for mechanical and electrical component inspections for those items requiring certification.
- K. Materials and systems shall be inspected during placement where Continuous Special Inspection is required.
- L. Where Periodic Special Inspection is indicated in the Statement of Special Inspections:

1. Schedule inspections for either during or at completion of their placement or a combination or both.
2. Schedule periodically inspected Work (either inspected during or after its placement) so that corrections can be completed and re-inspected before Work is inaccessible.
3. Sampling a portion of the Work is not allowed. Schedules shall provide for inspection of all Work requiring periodic inspection.

3.02 SUPPLEMENTS

A. The supplements listed below, following “End of Section,” are a part of this specification:

1. Contractor’s Statement of Responsibility.
2. Fabricator’s Certificate of Compliance.
3. Statement of Special Inspections.

3.03 ADDITIONAL REFERENCES

A. The additional references listed below, following “End of Section,” are provided for reference, but are not part of this specification:

1. Special Inspections Daily Report.
2. Special Inspections Interim Report.
3. Special Inspections Discrepancy Notice.
4. Special Inspections Discrepancy Log.
5. Final Report of Special Inspections.

END OF SECTION 01450

Contractor's Statement of Responsibility

Each contractor responsible for the construction or fabrication of a main wind or seismic force-resisting system, designated seismic system or wind or seismic-resisting component listed in the Statement of Special Inspections, Requirements for Seismic or Wind Resistance, must submit a Statement of Responsibility.

Project: _____

Contractor's Name: _____

Address: _____

License No.: _____

Description of building systems and components included in Statement of Responsibility:

Contractor's Acknowledgement of Special Requirements

I hereby acknowledge that I have received, read, and understand the Statement of Special Inspections and Special Inspection program:

I hereby acknowledge that control will be exercised to obtain conformance with the approved construction documents.

Name and Title (type or print)

Signature

Date

Contractor's Provisions for Quality Control

Procedures for exercising control within the contractor's organization, the method and frequency of reporting and distribution of reports is attached to this Statement.

Identification and qualifications of the person(s) exercising such control and their position(s) in the organization are attached to this Statement.

STATEMENT OF SPECIAL INSPECTIONS

PROJECT: WJ Hooper WPP Chemical Storage Systems

LOCATION: 70 Oakdale Drive, Stockbridge, GA 30281

PERMIT APPLICANT:

APPLICANT'S ADDRESS:

ARCHITECT OF RECORD: Not Applicable

STRUCTURAL ENGINEER OF RECORD: David Preissler

MECHANICAL ENGINEER OF RECORD: George Aiy

ELECTRICAL ENGINEER OF RECORD: Alec Zaychik

REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE: David Preissler

This Statement of Special Inspections is submitted in accordance with Section 1704.3 of the 2018 International Building Code. It includes a Schedule of Special Inspection Services applicable to the above-referenced Project as well as the identity of the individuals, agencies, or firms intended to be retained for conducting these inspections. If applicable, it includes Requirements for Seismic Resistance and/or Requirements for Wind Resistance.

Are Requirements for Seismic Resistance included in the Statement of Special Inspections? [X] Yes [] No

Are Requirements for Wind Resistance included in the Statement of Special Inspections? [] Yes [X] No

The Special Inspector(s) shall keep records of all inspections and shall furnish interim inspection reports to the Building Official and to the Registered Design Professional in Responsible Charge at a frequency agreed upon by the Design Professional and the Building Official prior to the start of work. Discrepancies shall be brought to the immediate attention of the Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge prior to completion of that phase of work. A Final Report of Special Inspections documenting required special inspections and corrections of any discrepancies noted in the inspections shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge at the conclusion of the project.

Frequency of interim report submittals to the Registered Design Professional in Responsible Charge:

[X] Weekly [] Bi-Weekly [] Monthly Other; specify: _____

The Special Inspection program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Statement of Special Inspections Prepared by:

David A. Preissler

Type or print name

Signature Date 11/7/22

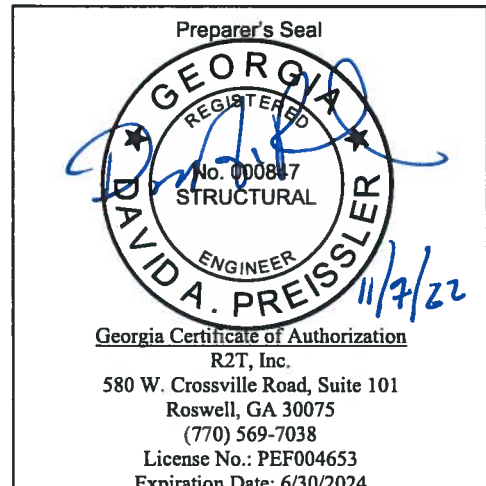
Building Official's Acceptance:

Signature Date

Permit Number:

Frequency of interim report submittals to the Building Official:

[] Monthly [] Bi-Monthly [] Upon Completion Other; specify: _____



Statement of Special Inspections Requirements for Wind Resistance

See the Schedule of Special Inspections for inspection and testing requirements

Nominal Design Wind Speed, V_{asd} : 93 m.p.h.

Wind Exposure Category: C

Statement of Special Inspection for Wind Resistance Required (Yes/No): No

(Required in wind exposure Category B, where the nominal design wind speed, V_{asd} , is 120 miles per hour or greater. Required in wind exposure Category C or D, where the nominal design wind speed, V_{asd} , is 110 miles per hour or greater.)

Description of main wind force-resisting system subject to special inspection for wind resistance:

(Required for systems noted in IBC Section 1705.11.1 and 1705.11.2)

Not Required

Description of wind force-resisting components subject to special inspection for wind resistance:

(Required for systems and components noted in IBC Section 1705.11.3)

Not Required

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a Statement of Responsibility.

Statement of Special Inspections Requirements for Seismic Resistance

See the Schedule of Special Inspections for inspection and testing requirements

Seismic Design Category: C

Statement of Special Inspection for Seismic Resistance Required (Yes/No): Yes

Description of seismic force-resisting system subject to special inspection and testing for seismic resistance:

(Where required per IBC Sections 1705.12.1, 1705.12.2, and 1705.12.3) (Special inspections for seismic resistance of structural steel, where required, shall be in accordance with AISC 341)

Not applicable to project scope.

Description of designated seismic systems subject to special inspection and testing for seismic resistance:

(Required for architectural, electrical and mechanical systems and their components that require design in accordance with Chapter 13 of ASCE 7, have a component importance factor, I_p , greater than one and are in Seismic Design Categories C, D, E or F)

Tank restraint system.

Description of additional seismic systems and components requiring special inspections and testing:

(Required for systems noted in IBC Section 1705.12.5, 1705.12.6, 1705.12.7, and 1705.12.8.)

Plumbing and mechanical piping systems weighing more than 5 lbs/ft.

Plumbing, mechanical and electrical equipment weighing more than 20 lbs.

Statement of Responsibility:

Each contractor responsible for the construction or fabrication of a system or component described above must submit a Statement of Responsibility.

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.1.1 Special Cases (work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials, and systems with special manufacturer's requirements - add additional rows as needed.)	Submittal review, shop (3) and/or field inspection				
1.					
2.					
1705.2.1 Structural Steel Construction					
1. Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, Section N 3.2 for compliance with construction documents)	Submittal Review	Y	Each submittal		
2. Material verification of structural steel	Shop (3) and field inspection	Y	Periodic		
3. Structural steel welding:					
a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1)	Shop (3) and field inspection	Y	Observe or Perform as noted (4)		
b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2)	Shop (3) and field inspection	Y	Observe (4)		
c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3)	Shop (3) and field inspection	Y	Observe or Perform as noted (4)		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
d. Nondestructive testing (NDT) of welded joints: <i>see Commentary</i>		N			
1) Complete penetration groove welds 5/16" or greater in <i>risk category</i> III or IV	Shop (3) or field ultrasonic testing - 100%	N	Periodic		
2) Complete penetration groove welds 5/16" or greater in <i>risk category</i> II	Shop (3) or field ultrasonic testing - 10% of welds minimum	N	Periodic		
3) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1	Shop (3) or field radiographic or Ultrasonic testing	N	Periodic		
4) Fabricator's NDT reports when fabricator performs NDT	Verify reports	Y	Each submittal (5)		
4. Structural steel bolting:	Shop (3) and field inspection				
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1)		Y	Observe or Perform as noted (4)		
b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2)		Y	Observe (4)		
1) Pre-tensioned and slip-critical joints					
a) Turn-of-nut with matching markings		N	Periodic		
b) Direct tension indicator		N	Periodic		
c) Twist-off type tension control bolt		N	Periodic		
d) Turn-of-nut without matching markings		N	Continuous		
e) Calibrated wrench		N	Continuous		
2) Snug-tight joints		Y	Periodic		
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3)		Y	Perform (4)		
5. Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing	Shop (3) or field inspection	Y	Periodic		
6. Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors)	Field inspection	Y	Periodic		
7. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents	Field inspection	Y	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.3 Concrete Construction					
1. Inspection and placement verification of reinforcing steel and prestressing tendons.	Shop (3) and field inspection	Y	Periodic		
2. Reinforcing bar welding:					
a. Verification of weldability of bars other than ASTM A706.		N	Periodic		
b. Inspection of single-pass fillet welds 5/16 or less in size.		N	Periodic		
c. Inspection of all other welds.		N	Continuous		
3. Inspection of anchors cast in concrete.	Shop (3) and field inspection	Y	Periodic		
4. Inspection of anchors post-installed in hardened concrete members per research reports, or, if no specific requirements are provided, requirements shall be provided by the registered design professional and approved by the building official, including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque	Field inspection	Y	Periodic or as required by the research report issued by an approved source		
a. Adhesive anchors installed in horizontal or upward-inclined orientation that resist sustained tension loads.		Y	Continuous		
b. Mechanical and adhesive anchors note defined in 4a.		Y	Periodic		
5. Verify use of approved design mix	Shop (3) and field inspection	Y	Periodic		
6. Prior to placement, fresh concrete sampling, perform slump and air content tests and determine temperature of concrete and perform any other tests as specified in construction documents.	Shop (3) and field inspection	Y	Continuous		
7. Inspection of concrete and shotcrete placement for proper application techniques	Shop (3) and field inspection	Y	Continuous		
8. Verify maintenance of specified curing temperature and techniques	Shop (3) and field inspection	Y	Periodic		
9. Inspection of prestressed concrete:	Shop (3) and field inspection				
a. Application of prestressing force		N	Continuous		
b. Grouting of bonded prestressing tendons		N	Continuous		
10. Inspect erection of precast concrete members		N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
11. Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs	Review field testing and laboratory reports	N	Periodic		
12. Inspection of formwork for shape, lines, location, and dimensions	Field inspection	Y	Periodic		
13. Concrete strength testing and verification of compliance with construction documents	Field testing and review of laboratory reports	Y	Periodic		
1705.6 Soils					
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Field inspection	N	Periodic		
2. Verify excavations are extended to proper depth and have reached proper material.	Field inspection	N	Periodic		
3. Perform classification and testing of compacted fill materials.	Field inspection	N	Periodic		
4. Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill	Field inspection	N	Continuous		
5. Prior to placement of controlled fill, inspect subgrade and verify that site has been prepared properly	Field inspection	N	Periodic		
1705.10 Fabricated items					
1. List of fabricated items requiring special inspection during fabrication:	Shop inspection	Y	As noted in each applicable shop activity		
2. List of fabricated items to be fabricated on the premises of a fabricator approved to perform such work without special inspection (including name of approved agency providing periodic auditing):		Y			
1705.11.1 Structural Wood Special Inspections For Wind Resistance					
1. Inspection of field gluing operations of elements of the main windforce-resisting system	Field inspection	N	Continuous		
2. Inspection of nailing, bolting, anchoring and other fastening of components within the main windforce-resisting system, including wood shear walls, wood diaphragms, drag struts, braces and hold-downs.	Shop (3) and field inspection	N	Periodic		
1705.11.2 Cold-formed Steel Special Inspections For Wind Resistance					
1. Inspection during welding operations of elements of the main windforce-resisting system	Shop (3) and field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
2. Inspection of screw attachment, bolting, anchoring and other fastening of components within the main windforce-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.	Shop (3) and field inspection	N	Periodic		
1705.11.3 Wind-resisting Components					
1. Roof covering, roof deck and roof framing connections.	Shop (3) and field inspection	N	Periodic		
2. Exterior wall covering and wall connections to roof and floor diaphragms.	Shop (3) and field inspection	N	Periodic		
1705.12.1 Structural Steel Special Inspections for Seismic Resistance					
1. Seismic force-resisting systems in SDC B, C, D, E, or F.	Shop (3) and field inspection	N	In accordance with AISC 341		
2. Structural steel elements in SDC B, C, D, E, or F other than those in Item 1. including struts, collectors, chords and foundation elements.	Shop (3) and field inspection	N	In accordance with AISC 341		
1705.12.2 Structural Wood Special Inspections for Seismic Resistance					
1. Field gluing operations of elements of the seismic-force resisting system for SDC C, D, E or F.	Field inspection	N	Continuous		
2. Nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system including wood shear walls, wood diaphragms, drag struts, shear panels and hold-downs for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
1705.12.3 Cold-formed Steel Light-Frame Construction Special Inspections for Seismic Resistance					
1. During welding operations of elements of the seismic-force-resisting system for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
2. Screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs for SDC C, D, E or F.	Shop (3) and field inspection	N	Periodic		
1705.12.4 Designated Seismic Systems Verification Special Inspections for Seismic Resistance					
For SDC C, D, E or F, inspect and verify that that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with ASCE 7 Section 13.2.2.	Field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.12.5 Architectural Components Special Inspections for Seismic Resistance					
1. For SDC D, E or F, inspection during the erection and fastening of exterior cladding and interior or exterior veneer more than 30 feet above grade or walking surface and weighing more than 5 psf.	Field inspection	N	Periodic		
2. For SDC D, E or F, inspection during the erection and fastening of interior nonbearing walls more than 30 feet above grade or walking surface and weighing more than 15 psf.	Field inspection	N	Periodic		
3. For SDC D, E or F, inspection during the erection and fastening of exterior nonbearing walls more than 30 feet above grade or walking surface.		N			
4. For SDC D, E or F, inspection during anchorage of access floors	Field inspection	N	Periodic		
1705.12.6 Plumbing, Mechanical and Electrical Components Special Inspections for Seismic Resistance					
1. Inspection during the anchorage of electrical equipment for emergency or standby power systems in SDC C, D, E or F	Field inspection	N	Periodic		
2. Inspection during the anchorage of other electrical equipment in SDC E or F	Field inspection	N	Periodic		
3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units in SDC C, D, E or F	Field inspection	Y	Periodic		
4. Inspection during the installation and anchorage of HVAC ductwork designed to contain hazardous materials in SDC C, D, E or F	Field inspection	N	Periodic		
5. Inspection during the installation and anchorage of vibration isolation systems in SDC C, D, E or F where nominal clearance of 1/4 inch or less is required by the approved construction documents	Field inspection	N	Periodic		
6. Inspection during installation of mechanical and electrical equipment, including duct work, piping systems and their structural supports, where automatic fire sprinkler systems are installed in structures assigned to SDC C, D, E, or F to verify one of the following unless flexible sprinkler hose fittings are used:		N			
a. ASCE/SEI 7, Section 13.2.3 minimum required clearances have been provided.	Field inspection	N	Periodic		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
b. A three inch or greater nominal clearance has been provided between fire protection sprinkler system drops and sprigs and: structural members not used collectively or independently to support the sprinklers; equipment attached to the building structure; and other systems' piping.	Field inspection	N	Periodic		
1705.12.7 Storage Racks Special Inspections for Seismic Resistance					
Inspection during the anchorage of storage racks 8 feet or greater in height in structures assigned to SDC D, E or F.	Field inspection	N	Periodic		
1705.12.8 Seismic Isolation Systems					
Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system in structures assigned to SDC B, C, D, E or F.	Shop and field inspection	N	Periodic		
1705.12.9 Cold-formed Steel Special Bolted Moment Frames					
Inspection of installation of cold-formed steel special bolted moment frames in the seismic force-resisting systems in structures assigned to SDC D, E or F.	Field inspection	N	Periodic		
1705.13.1 Structural Steel Testing for Seismic Resistance					
1. Nondestructive testing of structural steel in the seismic force-resisting systems in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		
2. Nondestructive testing of structural steel elements in the seismic force-resisting systems not covered in 1 above including struts, collectors, chords and foundation elements in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F.	Field test	N	Periodic		
1705.13.2 Seismic Certification of Nonstructural Components					
Review certificate of compliance for designated seismic system components in structures assigned to SDC B, C, D, E or F.	Certificate of compliance review	Y	Each submittal		
1705.13.3 Seismic Certification of Designated Seismic Systems					
Review certificate of compliance for designated seismic system components in structures assigned to SDC C, D, E or F	Certificate of compliance review	Y	Each submittal		
1705.13.4 Seismic Isolation Systems					
Test seismic isolation system in accordance with ASCE 7 Section 17.8 in structures assigned to SDC B, C, D, E or F.	Prototype testing	N	Per ASCE 7		

SCHEDULE OF SPECIAL INSPECTIONS SERVICES

MATERIAL / ACTIVITY	SERVICE	APPLICABLE TO THIS PROJECT			
		Y/N	EXTENT	AGENT*	DATE COMPLETED
1705.14 Sprayed Fire-resistant Materials					
1. Verify surface condition preparation of structural members	Field inspection	N	Periodic		
2. Verify minimum thickness of sprayed fire-resistant materials applied to structural members	Field inspection	N	Periodic		
3. Verify density of the sprayed fire-resistant material complies with approved fire-resistant design	Field inspection and testing	N	Per IBC Section 1705.14.5		
4. Verify the cohesive/adhesive bond strength of the cured sprayed fire-resistant material	Field inspection and testing	N	Per IBC Section 1705.14.6		
5. Condition of finished application	Field inspection	N	Periodic		
1705.15 Mastic and Intumescent Fire-Resistant Coatings					
Inspect and test mastic and intumescent fire-resistant coatings applied to structural elements and decks per AWCI 12-B	Field inspection and testing	N	Periodic		
1705.16 Exterior Insulation and Finish Systems (EIFS)					
Inspection of water-resistive barrier over sheathing substrate	Field inspection	N	Periodic		
1705.17 Fire-Resistant Penetrations and Joints					
1. Inspect penetration firestop systems	Field testing	N	Per ASTM E2174		
2. Inspect fire-resistant joint systems	Field testing	N	Per ASTM E2393		
1705.18 Smoke Control Systems					
1. Leakage testing and recording of device locations prior to concealment	Field testing	N	Periodic		
2. Prior to occupancy and after sufficient completion, pressure difference testing, flow measurements, and detection and control verification	Field testing	N	Periodic		

* INSPECTION AGENTS	FIRM	ADDRESS	TELEPHONE NO.
1. TBD			
2. TBD			
3. TBD			
4. TBD			
5. TBD			
<p><i>Notes: 1. The inspection and testing agent(s) shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional.</i></p> <p><i>2. The list of Special Inspectors may be submitted as a separate document, if noted so above.</i></p> <p><i>3. Shop Inspections of fabricated items are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.1 and listed in activity 1709.2.</i></p> <p><i>4. Observe: Observe on a random basis, operations need not be delayed pending these inspections. Perform: These tasks shall be performed for each welded joint, bolted connection, or steel element.</i></p> <p><i>5. NDT of welds completed in an approved fabricator's shop may be performed by that fabricator when approved by the AHJ. Refer to AISC 360, N6.</i></p> <p>Are Special Inspections for Seismic Resistance included in the Statement of Special Inspections? No</p> <p>Are Special Inspections for Wind Resistance included in the Statement of Special Inspections? No</p> <p style="text-align: right;">DATE:</p>			

Special Inspections Daily Report

Project Name: _____ **Project Number:** _____

Project Address: _____ **Weather/Temp:** _____

Structure/Area: _____

Report Details	<p>Inspection Type: <input type="checkbox"/> Continuous <input type="checkbox"/> Periodic</p> <p>Inspection Date with Start and Ending Time(s): _____</p> <p>Material/Activity: <input type="checkbox"/> Steel Construction <input type="checkbox"/> Concrete Construction <input type="checkbox"/> Soils <input type="checkbox"/> Pile Foundations <input type="checkbox"/> Sprayed Fire-Resistant Materials <input type="checkbox"/> Mastic and Intumescent Fire-Resistant Coatings <input type="checkbox"/> Special <input type="checkbox"/> Other _____</p> <p>Description of Inspections Made:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>List of Tests Made: <input type="checkbox"/> Concrete Cylinders <input type="checkbox"/> In-situ concrete strength <input type="checkbox"/> Bearing Capacity <input type="checkbox"/> Pile Capacity <input type="checkbox"/> Other _____</p> <p>List of Items Requiring Corrections, Corrections of Previously Listed Items and Previously Listed Uncorrected Items.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Comments:</p> <p>_____</p> <p>_____</p> <p>_____</p>
Certification	<p>To the best of my knowledge, work inspected was in accordance with the approved design Drawings and Specifications, except as noted above.</p> <p>Name of Testing Agency: _____</p> <p>Inspector Name (Printed): _____</p> <p>Signature: _____ Date: _____</p> <p>Certification: _____ Number: _____</p> <p>Note: One copy of this report shall remain at job site with the contractor for review upon request.</p>

Special Inspections Interim Report

Project Name: _____ Project Number: _____

Project Address: _____ Weather/Temp: _____

Structure/Area: _____

Report Details	Inspection Type: <input type="checkbox"/> Continuous <input type="checkbox"/> Periodic Inspection Date(s) with Start and Ending Time(s): _____ _____
	Material/Activity: <input type="checkbox"/> Steel Construction <input type="checkbox"/> Concrete Construction <input type="checkbox"/> Soils <input type="checkbox"/> Pile Foundations <input type="checkbox"/> Sprayed Fire-Resistant Materials <input type="checkbox"/> Mastic and Intumescent Fire-Resistant Coatings <input type="checkbox"/> Special <input type="checkbox"/> Other _____
	Description of Inspections Made: _____ _____ _____
	List of Tests Made: <input type="checkbox"/> Concrete Cylinders <input type="checkbox"/> In-situ concrete strength <input type="checkbox"/> Bearing Capacity <input type="checkbox"/> Pile Capacity <input type="checkbox"/> Other _____ List of Items Requiring Corrections, Corrections of Previously Listed Items and Previously Listed Uncorrected Items. _____ _____ _____
Comments: _____ _____	
Certification	To the best of my knowledge, work inspected was in accordance with the approved design Drawings and Specifications, except as noted above.
	Name of Testing Agency: _____
	Inspector Name (Printed): _____
	Signature: _____ Date: _____ Certification: _____ Number: _____
Note: One copy of this report shall remain at job site with the contractor for review upon request.	

Special Inspections Discrepancy Log

Project Name: _____ Project Number: _____

Project Address: _____ Weather/Temp: _____

DISCREPANCY NOTICE NUMBER	DATE OF DISCREPANCY	DESCRIPTION OF DISCREPANCY	AGENCY IDENTIFYING DISCREPANCY	DATE OF RESOLUTION	RESOLUTION COMMENTS / NOTES

Final Report of Special Inspections

PROJECT: _____

LOCATION: _____

PERMIT APPLICANT: _____

APPLICANT'S ADDRESS: _____

To the best of my information, knowledge, and belief, which are based upon observations or diligent supervision of our inspection services for the above-referenced Project, I hereby state that the special inspections or testing required for this Project, and designated for this Agent in the *Schedule of Special Inspection Services*, have been completed in accordance with the Contract Documents.

The Special Inspection program does not relieve the Contractor of the responsibility to comply with the Contract Documents. Jobsite safety and means and methods of construction are solely the responsibility of the Contractor.

Interim reports submitted prior to this final report and numbered _____ to _____ form a basis for, and are to be considered an integral part of this final report. The following discrepancies that were outstanding since the last interim report dated _____ have been corrected:

(Attach 8 1/2" x 11" continuation sheet(s) if required to complete the description of corrections)

Prepared By:

Preparer's Seal

Special Inspection Agent/Firm

Type or print name

Signature

Date

SECTION 01540

JOBSITE SECURITY

PART 1 GENERAL

1.01 References

- A. Refer to and comply with the Prime Contractor Site Safety and Security Plan.
- B. (Not Used)

1.02 Security Program

- A. The Contractor shall protect the Work, including all field offices and temporary facilities and their contents from theft, vandalism, and unauthorized entry.
- B. The Contractor shall initiate a site security program at the time of mobilization onto the worksite, which provides adequate security for site stored and installed material.
- C. The Contractor shall maintain the security program throughout the Contract duration.
- D. The Contractor shall be wholly responsible for the security of their storage and lay down areas and for all their plant, material, equipment and tools at all times.
- E. The Contractor shall provide the Engineer with a list of 24-hour emergency phone numbers including chain of command.

1.03 Entry Control

- A. The Contractor shall restrict entry of unauthorized personnel and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper identification as established by the Prime Contractor's Site Safety and Security Plan.
- C. The Contractor shall maintain an Employee Log and Visitor Log and make the log available to the Authority upon request. The log shall be submitted to the Engineer bi-weekly or as necessary. Sample logs are included at the end of this section.
- D. The Contractor shall require all visitors to sign the Visitor Acknowledgment of the Program Site Rules/Visitor Log, which includes a release form. Copies of these forms shall be submitted to the Engineer bi-weekly and maintained in the Contractor's security files on-site.
- E. The Contractor shall require all employees to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new

employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.

- F. The Engineer has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the Project safety, security conduct rules.

1.04 Barricades, Lights and Signals

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.
- B. The Contractor will be held responsible for all damage to the work and any resulting injuries due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Authority.

1.05 Restrictions (NOT USED)

1.06 Contractor Safety/Health and Security Plan

- A. Prior to the performance of any work the Contractor will prepare a contract specific Safety/Health and Security Plan signed by an officer of the Contractor's organization. Adequacy of the plan shall be the responsibility of the Contractor.
- B. The Engineer will not review the Contractor's safety plan for the adequacy of the plan. The plan shall:
 1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this Project.
 2. Generally, address safe work procedures for the activities within the subcontractor's scope of work.
 3. Included a new employee orientation program, which addresses job and site-specific rules, regulations and hazards.
 4. Include the subcontractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
 5. Include provisions to protect all of the Contractor's employees, other persons and organizations who may be affected by the work from injury, damage or loss.
 6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes,

regulations and practices.

7. Include a site specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right to Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other specific contract requirements.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
- D. Review of the Contractor's Safety Plan by the Engineer shall not impose any duty or responsibility upon the Engineer for the Contractor's performance of the work in a safe manner.
- E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
- F. The Contractor shall provide the Engineer with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan.

1.07 Project Safety Coordinator

- A. The Contractor shall be responsible for the safety of the Contractor's and the Authority's personnel and all other personnel at the site of the Work. The Contractor shall have a Project Safety Coordinator on the job site. The Project Safety Coordinator shall maintain and keep available safety records and up-to-date copies of all pertinent safety rules and regulations. Contractor shall submit name and resume of the designated Project Safety Coordinator upon receipt of Notice to Proceed. Engineer retains right to reject the selected Project Safety Coordinator. In such an event, Contractor must propose and provide name and resume of proposed replacement Coordinator within one week of notice of rejection.
- B. The Project Safety Coordinator shall:
1. Ensure compliance with all applicable health and safety requirements of all governing legislation.
 2. Schedule and conduct safety meetings and safety training programs as required by law for all personnel engaged in the work.
 3. Attend all progress meetings.
 4. Post all appropriate notices regarding safety and health regulations at locations that afford maximum exposure to all personnel at the job site.

5. Post the name, address and hours of the nearest medical doctor; names and addresses of nearby clinics and hospitals; and the telephone numbers of the fire and police departments.
6. Post appropriate instructions and warning signs with regard to all hazardous areas or conditions.
7. Have proper safety and rescue equipment adequately maintained and readily available for any contingency. This equipment shall include such applicable items as: proper fire extinguishers, first aid kits, safety ropes and harnesses, stretcher, life savers, oxygen breathing apparatus, resuscitators, gas detectors, oxygen deficiency indicators, explosion meters, and any other equipment mandated by law.
8. Make inspections at least once daily in accordance with an inspection checklist report form to ensure that all machines, tools and equipment are in safe operating condition; that all work methods are not dangerous; and that all work methods are free of hazards.
9. Submit to the Engineer upon request copies of all inspection checklist report forms, safety records and all safety inspection reports and certifications from regulating agencies and insurance companies.
10. Notify the Engineer of a serious accident immediately, followed by a detailed written report within twenty-four (24) hours. A "serious accident" is defined as an accident requiring an absence from work of more than 2 days and/or hospitalization.
11. Notify the Engineer immediately in the event of a fatal accident.
12. Notify Engineer of any accident claim against the Contractor or any sub-contractor immediately, followed up by a detailed written report on the claim and its resolution.
13. Review safety aspects of the Contractor's submittals as applicable.

VISITOR ACKNOWLEDGMENT OF THE PROJECT SITE RULES

By signing this Visitor's Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

In consideration of my receipt of a visitor's pass as issued by the Engineer directly or indirectly for the Clayton County Water Authority, I waive on behalf of myself, my heirs, employer, legal representatives and assigns and hereby release and discharge the Authority, Engineer, Designer, and their subcontractors and consultants and each of their directors, officers, employees, representatives and agents from any and all claims, actions, causes of action or any charge of any kind whatsoever which may arise or could arise in the future as a result of my being present at the facility including injury, death or property damage whether or not caused by the fault or negligence of any of the parties released hereunder.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on site and the site emergency action procedure.

PROHIBITED ACTIVITIES

- Unauthorized removal or theft of Authority's property
- Violation of safety or security rules or procedures
- Possession of firearms or lethal weapons on jobsite
- Acts of sabotage
- Destruction or defacing Authority's property
- Failure to use sanitary facilities
- Failure to report accidents or job related injuries
- Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
- Wearing shorts or tennis shoes on the jobsite
- Failure to wear a hardhat/safety glasses.
- Gambling at any time on the project
- Fighting, threatening behavior, or engaging in horseplay on the project
- Smoking in unauthorized areas on the project
- Open fire cooking or making unauthorized fires on project property
- Selling items or raffles without authorization
- Use of unauthorized cameras on the project
- Use of radio or television in the construction area
- Failure to park personal vehicle in authorized parking area
- Failure to wear designated identification [Site Specific]
- Failure to use designated gates

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

EMPLOYEE ACKNOWLEDGMENT OF THE PROJECT SITE RULES

By signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

PROHIBITED ACTIVITIES

- Unauthorized removal or theft of Authority's property
- Violation of safety or security rules or procedures
- Possession of firearms or lethal weapons on jobsite
- Acts of sabotage
- Destruction or defacing Authority's property
- Failure to use sanitary facilities
- Failure to report accidents or job related injuries
- Under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
- Wearing shorts or tennis shoes on the jobsite
- Failure to wear a hardhat
- Gambling at any time on the project
- Fighting, threatening behavior, or engaging in horseplay on the project
- Smoking in unauthorized areas on the project
- Open fire cooking or making unauthorized fires on project property
- Selling items or raffles without authorization
- Use of unauthorized cameras on the project
- Use of radio or television in the construction area
- Failure to park personal vehicle in authorized parking area
- Failure to wear designated identification [Site Specific]
- Failure to use designated gates

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

SECTION 01610

TRANSPORT AND HANDLING

PART 1 GENERAL

1.01 Scope

- A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.
- B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the work.

1.02 Transportation

- A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.
- B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.
- B. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.
- C. Contractor shall assume responsibility for all materials, products, and equipment upon delivery to the Project site.
- D. Contractor shall be responsible for any demurrage fees incurred.

1.03 Handling

- A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.

- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Shafts and operating mechanisms shall not be used as lifting points. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.
- C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

END OF SECTION

SECTION 01611

STORAGE AND PROTECTION

PART 1 GENERAL

1.01 Scope

The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 Storage and Protection

A. Storage

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Engineer.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.
3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.
4. All materials shall meet the requirements of these Specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.
2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage or other causes.
3. Substantially constructed weather-tight storage sheds with raised floors shall be provided and maintained as may be required to protect adequately those materials and products stored on the site which may require protection from damage by the elements.

- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Engineer and at no additional cost to the Owner. Determination of items suitable for repair rather than replacement shall be made by the Engineer.
- D. All equipment shall be boxed, crated or otherwise completely enclosed and protected during shipment, handling and storage. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times. All equipment shall be stored above ground level and adequately supported on wood blocking or other approved support material. Printed storage instructions of the manufacturers shall be strictly adhered to.
- E. Painted, anodized or otherwise coated surfaces shall be protected against impact, abrasion, discoloration and other damage. All coated surfaces which are damaged prior to acceptance of equipment shall be cleaned and coated to the satisfaction of the Engineer with the same or equivalent coating used in the original application. Engineer reserves right to determine instances in which coating repair is unacceptable and may require shop coating repair or total component replacement. In such instances, Contractor shall be responsible for all associated costs and will not receive a scheduling credit for any associated delays.
- F. Electrical equipment, motors, controls, and insulation shall be protected against moisture or water damage. All space heaters provided in the equipment shall be kept connected and operating at all times until equipment is placed in service. Electrical equipment stored without space heaters shall be provided with desiccants to protect against moisture damage. Desiccant shall be silica gel in porous bags at not less than 1 ounce per cubic foot of volume. Desiccant shall be replaced periodically.
- G. Electrical equipment and instrumentation shall be stored in a location that is free from excessive or injurious amounts of vibration.
- H. Vehicles such as trucks, forklifts, tractors, lawn mowers and other engine-powered equipment shall be started up and operated at intervals not to exceed 15 days. Equipment shall be run until engine temperatures and pressures are in normal operating ranges. All lifting, lowering, tilting, loading and unloading accessories shall be operated at least once during the exercise period. Equipment shall be moved under power from the parked position and run a sufficient distance so as to ensure proper lubrication of drive train and suspension components. All operators employed to exercise the vehicles shall be qualified and thoroughly familiar with the proper operation of the equipment. Forklifts, tractors, lawn mowers and other small engine-powered equipment shall be stored indoors in garages or other suitable structures. Trucks stored outdoors shall be washed using approved materials at intervals not to exceed 15 days. All exercising and storage of vehicular equipment shall be conducted

in a manner acceptable to the Engineer.

- I. Individually packaged, unpainted steel parts shall be protected by a wrapping of vapor phase inhibiting or oil-impregnated paper and polyethylene film prior to shipment.
- J. Parts and equipment not requiring periodic inspection or maintenance shall be stored unopened in their original packaging until used.
- K. Parts, instruments, controls and small items of equipment shall be stored above ground or floor level on suitable shelves or racks in a heated, watertight warehouse.
- L. Flanged openings on equipment shall be covered with suitable solid wooden or metal blanks securely bolted to the flange using a minimum of four bolts and a suitable rubber gasket. Ends of threaded pipe and fittings shall be sealed watertight with metal or plastic caps. Threaded openings shall be sealed watertight with metal or plastic plugs. Other openings shall be sealed with two layers of 6 mil polyethylene securely taped in place with waterproof tape.
- M. A maintenance log on each item of mechanical and electrical equipment requiring periodic attention in storage shall be maintained by the Contractor. Oil and grease changes, exercising, desiccant replacement, nitrogen purge checks, heater checks, insulation checks and other periodic maintenance shall be entered in the log. The maintenance log shall be made available to the Engineer on request.
- N. Immediately prior to installation, equipment shall be cleaned of any protective coatings used during storage and any rust, dirt, grit or other foreign material shall be removed.
- O. After installation and prior to start-up, all grease-lubricated joints, shaft couplings and bearings shall be flushed out and regreased. All oil reservoirs and sumps shall be completely drained and flushed and refilled with the proper lubricant. Screens and filters shall be checked for contamination and replaced if necessary. The equipment shall then be tagged, signed and dated, indicating that the equipment has been properly lubricated for start-up.
- P. After storage, rubber parts such as valve seats, diaphragms, expansion joints, gaskets, hoses and shaft couplings shall be checked for hardening or cracking. Deteriorated parts shall be replaced prior to start-up by the Contractor at Contractor's own expense.
- Q. Unless otherwise permitted in writing by the Engineer, building products and materials such as cement, grout, plaster, gypsum board, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be

stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.

- R. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

PART 1 GENERAL

1.01 Scope

- A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of Project record documents as herein specified.
- B. Record documents include, but are not limited to:
 - 1. Drawings;
 - 2. Specifications;
 - 3. Change orders and other modifications to the Contract;
 - 4. Engineer field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
 - 5. Reviewed shop drawings, product data and samples;
 - 6. Test records.
 - 7. Complete list of manufacturers, suppliers, and subcontractors.
- C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 Maintenance of Documents and Samples

- A. Storage
 - 1. Store documents and samples in the Contractor's field office, apart from documents used for construction.
 - 2. Provide files and racks for storage of documents.
 - 3. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with format of these Specifications.
- C. Maintenance

1. Maintain documents in a clean, dry, legible condition and in good order.
 2. Do not use record documents for construction purposes.
 3. Maintain at the site for the Owner one copy of all record documents.
- D. Make documents and samples available at all times for inspection by Engineer.
- E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 Quality Assurance

- A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.
- B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor.

1.04 Recording

- A. Label each document "Project Record" in neat, large printed letters.
- B. Recording
1. Record information concurrently with construction progress.
 2. Do not conceal any work until required information is recorded.

1.05 Record Drawings

- A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared.
- B. Legibly mark drawings to record actual construction, including:
1. All Construction
 - a. Changes of dimension and detail.
 - b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
 - c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities

- a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.
- b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.
- c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.

3. Structures

- a. Depths of various elements of foundation in relation to finish first floor datum or top of wall.
- b. Location of internal and buried utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

1.06 Specifications

- A. Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.07 Submittal

- A. At contract closeout, deliver preliminary Record Documents to the Engineer for the Engineer to finalize and deliver to the Owner.
- B. Accompany submittal with transmittal letter, in duplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address

4. Title and number of each record document
5. Signature of Contractor or Contractor's authorized representative

END OF SECTION

SECTION 01740

WARRANTIES

PART 1 GENERAL

1.01 Project Maintenance and Warranty

- A. Maintain and keep in good repair the work covered by these Drawings and Specifications until acceptance by the Owner.
- B. The Contractor shall warrant for a period of one year from the date of Owner's written acceptance of certain segments of the work and/or Owner's written final acceptance of the Project, as defined in the Contract Documents, that the completed work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.
- C. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- D. In the event of multiple failures impacting unit and/or associated system performance prior to the expiration of the one-year warranty described above, the affected unit shall be disassembled, inspected and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the failure shall be replaced. A new 12-month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation. As used herein, multiple failure shall be interpreted to mean two or more successive failures of the same kind in the same item or failures of the same kind in two or more items. Major failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear or excessive leakage around seals. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals,

flagrant over- or under-lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified or replaced as necessary and rewarranted for one year. Such failures may be of differing types or causes within a given unit and the above requirements are not limited to repeated failures of the same nature.

- E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.
- I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- J. Neither the foregoing Paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

1.02 Submittals

All manufacturer warranties shall be submitted as Specified in Section 01720 in

a single notebook binder format. The contractor shall provide a complete Operation and Maintenance Manual containing operating and maintenance data to enable operators to correctly operate, service and maintain the installed equipment and accessories covered by the Specifications and Drawings.

END OF SECTION