

SECTION 01110N

SUMMARY OF WORK

09/01

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

1.1.1 Project Description

The work includes the installation of mast arms and signal heads at four intersections along Highway 17A including the intersection with Azalea Drive and Holiday Drive in the Town of Summerville, South Carolina. The project includes the following work items:

1. Install eight new mast arms including foundations, poles, and arms. Foundation design will be provided by the mast arm supplier.
2. Provide and install new signal heads on mast arms.
3. Provide and install new pedestrian signals.
4. Provide signal reprogramming; coordinate with SCDOT.
5. Install new 2" PVC by directional boring under existing roads.
6. Modify existing sidewalks and construct ADA-compliant ramps with detectable warning.
7. Install new Striping.
8. Coordinate all work with SCDOT and Town of Summerville.
9. Provide new electrical service for signals. Coordinate with utility provider.
10. Provide accurate as-built drawings of each intersection.

1.1.2 Location

The work shall be located at the intersection of Highway 17A and Azalea Drive and Highway 17A and Holiday Drive in the Town of Summerville, Berkeley County South Carolina as indicated.

1.2 EXISTING WORK

In addition to the requirements of the Contract Documents:

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.
- b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Owner. At the completion of operations, existing work shall be in a condition equal to or better than that which existed before new work started.

1.3 LOCATION OF UNDERGROUND FACILITIES

Such information as is included in the drawings and specifications relative to the identity and location of existing underground utility facilities is the best information presently available. The Engineer assumes no responsibility for the accuracy of their location or that all utilities are shown. The Contractor shall verify the location of the existing utilities in the work area. Existing utilities and

obstructions that will be encountered during construction shall be located and their elevations determined in advance of construction.

1.3.1 Notification Prior to Excavation

Notify the Owner at least 48 hours prior to starting excavation work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01310N

ADMINISTRATIVE REQUIREMENTS

02/03

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

CODE OF FEDERAL REGULATIONS (CFR)

15 CFR 772 Individual Validated Licenses and Amendments

15 CFR 773 Special Licensing Procedures

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

1.3 CONTRACTOR PERSONNEL REQUIREMENTS

1.3.1 Subcontractors and Personnel

Furnish a list of contact personnel of the Contractor and subcontractors including addresses and telephone numbers for use in the event of an emergency. As changes occur and additional information becomes available, correct and change the information contained in previous lists.

1.4 SUPERVISION

Have at least one qualified supervisor capable of reading, writing, and conversing fluently in the English language on the job site during working hours. In addition, if a Quality Control (QC) representative is required on the contract, then that individual shall also have fluent English communication skills.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01320

PROJECT SCHEDULE

08/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

ER 1-1-11 (1995) Progress, Schedules, and Network Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Engineer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Engineer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Engineer and those revisions have not been included in the Project Schedule, the Engineer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the

requirements of this specification shall result in the disapproval of the schedule. The Contractor shall use MS Project or Primavera P3-E as the scheduling software. A copy of the schedule shall be submitted to the Engineer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Engineer at the appropriate level of detail, as specified by the Engineer, shall result in the disapproval of the schedule. The Engineer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Engineer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

3.3.2.3 Critical Activities

The following activities shall be listed as separate line activities on the Contractor's project schedule:

- a. Submission and approval of layout drawings.
- b. Submission and approval of shop drawings.
- c. Equipment installation.
- e. Submission and approval of O&M manuals.
- f. SCDOT inspection.
- g. Pre-final inspection.
- h. As-built drawings.
- h. Correction of punchlist from prefinal inspection.
- i. Final inspection.

3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or Owner agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.8 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Engineer in evaluating the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Engineer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Engineer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Project Schedule Submission

The Project Schedule, defining the Contractor's planned operations for the entire project shall be submitted for approval at the pre-construction conference.

3.4.2 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Engineer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Engineer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Three data compact disks containing the project schedule shall be provided.

3.5.1.1 File Medium

Required data shall be submitted on compact disks of data, using Windows 2000 format, unless otherwise approved by the Engineer.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the schedule software.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Engineer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Owner, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Engineer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Engineer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Engineer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Engineer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Owner Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Engineer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Engineer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the

Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under two (2) weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Engineer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Engineer's request.

3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Engineer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Engineer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Engineer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Engineer, the Contractor shall advise the Engineer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Engineer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Engineer's proposed revisions, the Contractor will be deemed to have concurred with the Engineer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Owner or the Contractor.

-- End of Section --

SECTION 01330

SUBMITTAL PROCEDURES
09/01

PART 1 GENERAL

1.1 DEFINITIONS

1.1.1 Submittal

Shop drawings, product data, samples, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

1.1.2 Types of Submittals

All submittals are classified as indicated in paragraph "Submittal Descriptions (SD)". Submittals also are grouped as follows:

- a. Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.
- b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.
- c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.
- d. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract documents.

1.2 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

- Certificates of insurance.
- Surety bonds.
- List of proposed subcontractors.

List of proposed products.
Construction Progress Schedule.
Submittal schedule.
Schedule of values.
Health and safety plan.
Work plan.
Quality control plan.
Environmental protection plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.

Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings.

Special warranties.

Posted operating instructions.

Training plan.

1.2.1 Approving Authority

Person authorized to approve submittal.

1.2.2 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce construction and materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.3 SUBMITTALS

Submit the following in accordance with the requirements of this section.

SD-01 Preconstruction Submittals

Submittal register

1.4 USE OF SUBMITTAL REGISTER

Prepare and maintain submittal register, as the work progresses. Use electronic submittal register program furnished by the Engineer or any other format.

1.4.1 Submittal Register

Submit submittal register. Submit with quality control plan and project schedule required by Section 01450A, "Quality Control" and Section 01320N, "Construction Progress Documentation." Verify that all submittals required for project are listed and add missing submittals. Complete the following on the register:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date contractor needs approval of submittal.

Column (i) Contractor Material: Date that contractor needs material delivered to contractor control.

1.4.2 Contractor Use of Submittal Register

Update the following fields in the submittal register program or equivalent fields in program.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.4.3 Approving Authority Use of Submittal Register

Update the following fields in the submittal register program.

Column (b).

Column (l) List date of submittal receipt.

Column (m) through (p).

Column (q) List date returned to contractor.

1.4.4 Contractor Action Code and Action Code

Entries used will be as follows (others may be prescribed by Transmittal Form):

NR - Not Received

AN - Approved as noted

A - Approved

RR - Disapproved, Revise, and Resubmit

1.4.5 Copies Delivered to the Owner

Deliver one copy of submitted register updated by contractor to Engineer with each invoice request. Deliver in electronic format, unless a paper copy is requested by Engineer.

1.5 PROCEDURES FOR SUBMITTALS

1.5.1 Reviewing, Certifying, Approving Authority

The Engineer shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements.

1.5.2 Constraints

- a. Submittals listed or specified in this contract shall conform to provisions of this section, unless explicitly stated otherwise.
- b. Submittals shall be complete for each definable feature of work; components of definable feature interrelated as a system shall be submitted at same time.
- c. When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, submittal will be returned without review.

- d. Approval of a separate material, product, or component does not imply approval of assembly in which item functions.

1.5.3 Scheduling

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.
- b. Except as specified otherwise, allow review period, of 20 days for Engineer approval. Period of review for submittals with Engineer approval begins when Engineer receives submittal from the contractor. Period of review for each resubmittal is the same as for initial submittal.

1.5.4 Variations

Variations from contract requirements require approval by the Engineer.

1.5.4.1 Considering Variations

Discussion with Engineer prior to submission, will help ensure functional and quality requirements are met and minimize rejections and resubmittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

1.5.4.2 Proposing Variations

When proposing variation, deliver written request to the Engineer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Owner. If lower cost is a benefit, also include an estimate of the cost saving. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

1.5.4.3 Warranting That Variations Are Compatible

When delivering a variation for approval, contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.5.4.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of 15 working days will be allowed for consideration by the Engineer of submittals with variations.

1.5.5 Contractor's Responsibilities

- a. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.
- b. Transmit submittals to Engineer in accordance with schedule on approved Submittal Register, and to prevent delays in the work, delays to Owner, or delays to separate contractors.

- c. Correct and resubmit submittal as directed by Engineer. When resubmitting disapproved transmittals or transmittals noted for resubmittal, the contractor shall provide copy of that previously submitted transmittal including all reviewer comments for use by Engineer. Direct specific attention in writing or on resubmitted submittal, to revisions not requested by Engineer on previous submissions.
- d. Complete work which must be accomplished as basis of a submittal in time to allow submittal to occur as scheduled.
- e. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted", except to the extent that a portion of work must be accomplished as basis of submittal.

1.5.6 Engineer Responsibilities

- a. Note date on which submittal was received from contractor on each submittal.
- b. Review each submittal; and check and coordinate each submittal with requirements of work and contract documents.
- c. Review submittals for conformance with project design concepts and compliance with contract documents.
- d. Ensure that material is clearly legible.
- e. Stamp each sheet of each submittal with approving statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.
- f. Retain three copies of approved submittals, one at the project site, including contractor's copy of approved samples.
- g. Identify returned submittals with one of the actions defined in paragraph entitled "Actions Possible" and with markings appropriate for action indicated.

1.5.7 Actions Possible

Submittals will be returned with one of the following notations:

- a. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by contractor or for being incomplete, with appropriate action, coordination, or change.
- b. Submittals marked "approved" "approved as submitted" authorize contractor to proceed with work covered.
- c. Submittals marked "approved as noted" or "approval except as noted; resubmission not required" authorize contractor to proceed with work as noted provided contractor takes no exception to the notations.

- d. Submittals marked "revise and resubmit" or "disapproved" indicate submittal is incomplete or does not comply with design concept or requirements of the contract documents and shall be resubmitted with appropriate changes. No work shall proceed for this item until resubmittal is approved.

1.6 FORMAT OF SUBMITTALS

1.6.1 Transmittal Form

Transmit each submittal, except sample installations and sample panels, to office of Engineer. Transmit submittals with transmittal form prescribed by Engineer and standard for project. The transmittal form shall identify contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

1.6.2 Identifying Submittals

Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location.
- b. Construction contract number.
- c. Section number of the specification section by which submittal is required.
- d. Submittal description (SD) number of each component of submittal.
- e. When a resubmission, add alphabetic suffix on submittal description, for example, SD-10A, to indicate resubmission.
- f. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other second tier contractor associated with submittal.
- g. Product identification and location in project.

1.6.3 Format for Product Data

- a. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
- b. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
- c. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project.

1.6.4 Format for Shop Drawings

- a. Shop drawings shall not be less than 8 1/2 by 11 inches nor more than 30 by 42 inches.
- b. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
- c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
- d. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Shop drawing dimensions shall be the same unit of measure as indicated on the contract drawings. Identify materials and products for work shown.

1.6.5 Format of Samples

- a. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:
 - (1) Sample of Equipment or Device: Full size.
 - (2) Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
 - (3) Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
 - (4) Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
 - (5) Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.
 - (6) Color Selection Samples: 2 by 4 inches.
 - (7) Sample Panel: 4 by 4 feet.
 - (8) Sample Installation: 100 square feet.
- b. Samples Showing Range of Variation: Where variations are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range.
- c. Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples shall be in undamaged condition at time of use.
- d. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean up of project.
- e. When color, texture or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

1.6.6 Format of Administrative Submittals

- a. When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply contractor's approval stamp to document, but to a separate sheet accompanying document.
- b. Operation and Maintenance Manual Data: Submit in accordance with Section 01781N, "Operation and Maintenance Data." Include components required in that section and the various technical sections.

1.7 QUANTITY OF SUBMITTALS

1.7.1 Number of Copies of Product Data

- a. Submit ten copies of submittals of product data requiring review and approval by Engineer. Submit six copies of submittals of product data for operation and maintenance manuals.

1.7.2 Number of Copies of Shop Drawings

Submit shop drawings in compliance with quantity requirements specified for product data.

1.7.3 Number of Samples

- a. Submit three samples, or three sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by Engineer and one will be returned to contractor.
- b. Submit one sample panel. Include components listed in technical section or as directed.
- c. Submit one sample installation, where directed.
- d. Submit one sample of non-solid materials.

1.7.4 Number of Copies of Administrative Submittals

- a. Unless otherwise specified, submit administrative submittals compliance with quantity requirements specified for product data.
- b. Submit administrative submittals required under "SD-10 Operation and Maintenance Data" to conform to Section 01781N, "Operation and Maintenance Data."

1.8 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.8.1 Engineer Approved

Engineer design approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the

Engineer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.8.2 Information Only

All submittals not requiring Engineer administrative approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.9 APPROVED SUBMITTALS

The Engineer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Engineer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.10 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Engineer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Engineer.

1.11 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.12 GENERAL

The Contractor shall make submittals as required by the specifications. The Engineer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Engineer approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.13 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312A QUALITY CONTROL SYSTEM (QCS).

1.14 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 40 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.15 TRANSMITTAL FORM

An approved transmittal form shall be used for submitting both Engineer approved and information only submittals in accordance with the instructions on the reverse side of the form. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.16 SUBMITTAL PROCEDURES

Submittals shall be made as follows:

1.16.1 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Engineer reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.17 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.18 OWNER APPROVED SUBMITTALS

Upon completion of review of submittals requiring Owner approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Engineer and six copies of the submittal will be returned to the Contractor.

1.19 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Engineer is not required on information only submittals. The Engineer reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Engineer from requiring removal and replacement of nonconforming material incorporated in the work; and does

not relieve the Contractor of the requirement to furnish samples for testing by the Owner's laboratory or for check testing by the Owner in those instances where the technical specifications so prescribe.

1.20 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p>CONTRACTOR</p> <p>(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>
--

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

-- End of Section --

SECTION 01420

SOURCES FOR REFERENCE PUBLICATIONS
09/01

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization, (e.g. ASTM B 564 Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the standards producing organization should be ordered from the source by title rather than by number. The designations "AOK" and "LOK" are for administrative purposes and should not be used when ordering publications.

ACI INTERNATIONAL (ACI)
P.O. Box 9094
Farmington Hills, MI 48333-9094
Ph: 248-848-3700
Fax: 248-848-3701
Internet: www.aci-int.org
AOK 5/01
LOK 2/01

ACOUSTICAL SOCIETY OF AMERICA (ASA)
2 Huntington Quadrangle
Melville, NY 11747-4502
Ph: 516-576-2360
Fax: 516-576-2377
email: asa@aip.org
Internet: www.asa.aip.org
To order ASA Standards, contact:
Standards and Publications Fulfillment Center
P.O. Box 1020
Sewickley, PA 15143-9998
Phone: 412-741-1979
Fax: 412-741-0609
Email: asapubs@abdintl.com
AOK 5/01
LOK 2/01

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

4301 North Fairfax Dr., Suite 425

ATTN: Pubs Dept.

Arlington, VA 22203

Ph: 703-524-8800

Fax: 703-528-3816

E-mail: ari@ari.org

Internet: www.ari.org

AOK 5/01

LOK 2/01

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)

2800 Shirlington Road, Suite 300

Arlington, VA 22206

Ph: 703-575-4477

FAX: 703-575-4449

Internet: www.acca.org

AOK 5/01

LOK 6/00

AIR DIFFUSION COUNCIL (ADC)

104 So. Michigan Ave., No. 1500

Chicago, IL 60603

Ph: 312-201-0101

Fax: 312-201-0214

Internet: www.flexibleduct.org

AOK 5/01

LOK 6/00

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

30 W. University Dr.

Arlington Heights, IL 60004-1893

Ph: 847-394-0150

Fax: 847-253-0088

Internet: www.amca.org

AOK 5/01

LOK 2/01

ALUMINUM ASSOCIATION (AA)

900 19th Street N.W.

Washington, DC 20006

Ph: 202-862-5100

Fax: 202-862-5164

Internet: www.aluminum.org

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LOK 2/01

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)

1827 Walden Ofc. Sq.

Suite 104

Schaumburg, IL 60173-4268
Ph: 847-303-5664
Fax: 847-303-5774
Internet: www.aamanet.org
AOK 5/01
LOK 2/01

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION
OFFICIALS (AASHTO)
444 N. Capital St., NW, Suite 249
Washington, DC 20001
Ph: 800-231-3475 202-624-5800
Fax: 800-525-5562 202-624-5806
Internet: www.transportation.org
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LOK 2/01

AMERICAN BEARING MANUFACTURERS ASSOCIATION (ABMA)
2025 M Street, NW, Suite 800
Washington, DC 20036
Ph: 202-429-5155
Fax: 202-828-6042
Internet: www.abma-dc.org
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AMERICAN BOILER MANUFACTURERS ASSOCIATION (ABMA)
4001 North 9th Street, Suite 226
Arlington, VA 22203-1900
Ph: 703-522-7350
Fax: 703-522-2665
Internet: www.abma.com
AOK 5/01
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AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)
222 West Las Colinas Blvd., Suite 641
Irving, TX 75039-5423
Ph: 972-506-7216
Fax: 972-506-7682
Internet: www.concrete-pipe.org
e-mail: info@concrete-pipe.org
AOK 5/01
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AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)
American Wood Council
ATTN: Publications Dept.
1111 Nineteenth St. NW, Suite 800
Washington, DC 20036
Ph: 800-294-2372 202-463-2700

Fax: 202-463-2471
Internet: www.afandpa.org
AOK 5/01
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AMERICAN GAS ASSOCIATION (AGA)
400 N. Capitol St. N.W.Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
Internet: www.aga.org
AOK 5/01
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AMERICAN GAS ASSOCIATION LABORATORIES (AGAL)
400 N. Capitol St. N.W.Suite 450
Washington, D.C. 20001
Ph: 202-824-7000
Fax: 202-824-7115
Internet: www.aga.org
AOK 10/00
LOK 0/00

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)
1500 King St., Suite 201
Alexandria, VA 22314-2730
Ph: 703-684-0211
Fax: 703-684-0242
Internet: www.agma.org
AOK 5/010
LOK 3/01

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)
One East Wacker Dr., Suite 3100
Chicago, IL 60601-2001
Ph: 312-670-2400
Publications: 800-644-2400
Fax: 312-670-5403
Internet: www.aisc.org
AOK 5/01
LOK 3/01

AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)
7012 So. Revere Parkway, Suite 140
Englewood, CO 80112
Ph: 303-792-9559
Fax: 303-792-0669
Internet: www.aitc-glulam.org
AOK 5/01
LOK 3/01

AMERICAN IRON AND STEEL INSTITUTE (AISI)
1101 17th St., NW Suite 1300
Washington, DC 20036
Ph: 202-452-7100
Internet: www.steel.org
AOK 5/01
LOK 3/01

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
1819 L Street, NW, 6th Floor
Washington, DC 20036
Ph: 202-293-8020
Fax: 202-293-9287
Internet: www.ansi.org/
Acoustical Society of America
Standards and Publications Fulfillment Center
P. O. Box 1020
Sewickley, PA 15143-9998
Ph: 412-741-1979
Fax: 412-741-0609
Internet: <http://asa.aip.org>
General e-mail: asa@aip.org
Publications 3 e-mail: asapubs@abdintl.com
AOK 5/01
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AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)
1250 I St., NW, Suite 500
Washington, DC 20005-3922
Ph: 202-789-2900
FAX: 202-789-1893
Internet: www.anla.org
AOK 5/01
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AMERICAN PETROLEUM INSTITUTE (API)
1220 L St., NW
Washington, DC 20005-4070
Ph: 202-682-8000
Fax: 202-682-8223
Internet: www.api.org
AOK 5/01
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AMERICAN PUBLIC HEALTH ASSOCIATION (APHA)
800 I Street, NW
Washington, DC 20001
PH: 202-777-2742
FAX: 202-777-2534
Internet: www.apha.org
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AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

1711 Arlingate Lane
P.O. Box 28518
Columbus, OH 43228-0518
Ph: 800-222-2768
Fax: 614-274-6899
Internet: www.asnt.org
AOK 5/01
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AMERICAN SOCIETY FOR QUALITY (ASQ)

600 North Plankinton Avenue
Milwaukee, WI 53202-3005
Ph: 800-248-1946
Fax: 414-272-1734
Internet: www.asq.org
AOK 5/01
LOK 3/01

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive
West Conshohocken, PA 19428-2959
Ph: 610-832-9585
Fax: 610-832-9555
Internet: www.astm.org
AOK 5/01
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AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

1801 Alexander Bell Drive
Reston, VA 20191-4400
Ph: 703-295-6300 - 800-548-2723
Fax: 703-295-6222
Internet: www.asce.org
e-mail: marketing@asce.org
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AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS (ASHRAE)

1791 Tullie Circle, NE
Atlanta, GA 30329
Ph: 800-527-4723 or 404-636-8400
Fax: 404-321-5478
Internet: www.ashrae.org
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AMERICAN SOCIETY OF SANITARY ENGINEERING (ASSE)

901 Canterbury, Suite A
Westlake, OH 44145
Ph: 440-835-3040
Fax: 440-835-3488
E-mail: asse@ix.netcom.com
Internet: www.asse-plumbing.org
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AMERICAN WATER WORKS ASSOCIATION (AWWA)
6666 West Quincy
Denver, CO 80235
Ph: 800-926-7337 - 303-794-7711
Fax: 303-794-7310
Internet: www.awwa.org
AOK 5/01
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AMERICAN WELDING SOCIETY (AWS)
550 N.W. LeJeune Road
Miami, FL 33126
Ph: 800-443-9353 - 305-443-9353
Fax: 305-443-7559
Internet: www.amweld.org
AOK 5/01
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AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)
P.O. Box 5690
Grandbury, TX 76049-0690
Ph: 817-326-6300
Fax: 817-326-6306
Internet: www.awpa.com
AOK 5/01
LOK 3/01

APA - THE ENGINEERED WOOD ASSOCIATION (APA)
P.O.Box 11700
Tacoma, WA 98411-0700
Ph: 253-565-6600
Fax: 253-565-7265
Internet: www.apawood.org
AOK 5/01
LOK 6/00

ARCHITECTURAL & TRANSPORTATION BARRIERS COMPLIANCE BOARD
(ATBCB)
The Access Board
1331 F Street, NW, Suite 1000
Washington, DC 20004-1111
PH: 202-272-5434

FAX: 202-272-5447
Internet: www.access-board.gov
AOK 6/01
LOK 0/00

ARCHITECTURAL WOODWORK INSTITUTE (AWI)
1952 Isaac Newton Square West
Reston, VA 20190
Ph: 703-733-0600
Fax: 703-733-0584
Internet: www.awinet.org
AOK 5/01
LOK 6/00

ASME INTERNATIONAL (ASME)
Three Park Avenue
New York, NY 10016-5990
Ph: 212-591-7722
Fax: 212-591-7674
Internet: www.asme.org
AOK 5/01
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ASPHALT INSTITUTE (AI)
Research Park Dr.
P.O. Box 14052
Lexington, KY 40512-4052
Ph: 859-288-4960
Fax: 859-288-4999
Internet: www.asphaltinstitute.org
AOK 5/01
LOK 6/00

ASSOCIATED AIR BALANCE COUNCIL (AABC)
1518 K St., NW, Suite 503
Washington, DC 20005
Ph: 202-737-0202
Fax: 202-638-4833
Internet: www.aabchq.com
E-mail: aabchq@aol.com
AOK 5/01
LOK 6/00

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)
600 No. 18th St.
P.O. Box 2641
Birmingham, AL 35291
Ph: 205-257-2530
Fax: 205-257-2540
Internet: www.aeic.org
AOK 5/01

LOK 6/00

ASSOCIATION OF IRON AND STEEL ENGINEERS (AISE)

Three Gateway Center, Suite 1900

Pittsburgh, PA 15222-1004

Ph: 412-281-6323

Fax: 412-281-4657

Internet: www.aise.org

AOK 5/01

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BIFMA INTERNATIONAL (BIFMA)

2680 Horizon Drive SE, Suite A-1

Grand Rapids, MI 49546-7500

Ph: 616-285-3963

Fax: 616-285-3765

Internet: www.bifma.com

E-mail: email@bifma.com

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BIOCYCLE, JOURNAL OF COMPOSTING AND RECYCLING (BIOCYCLE)

The JG Press Inc.

419 State Avenue

Emmaus PA. 18049

Ph: 610-967-4135

Internet: www.biocycle.net

E-mail: jgpress@jgpress.com

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BRICK INDUSTRY ASSOCIATION (BIA)

11490 Commerce Park Dr., Suite 308

Reston, VA 22091-1525

Ph: 703-620-0010

Fax: 703-620-3928

Internet: www.brickinfo.org

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BUILDERS HARDWARE MANUFACTURERS ASSOCIATION (BHMA)

355 Lexington Ave.

17th floor

New York, NY 10017-6603

Ph: 212-297-2122

Fax: 212-370-9047

Internet: www.buildershardware.com

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BUILDING OFFICIALS & CODE ADMINISTRATORS INTERNATIONAL (BOCA)

4051 W. Flossmoor Rd.
Country Club Hills, IL 60478
Ph: 708-799-2300
Fax: 708-799-4981
Internet: www.bocai.org
AOK 5/01
LOK 6/00

CALIFORNIA REDWOOD ASSOCIATION (CRA)

405 Enfrente Drive., Suite 200
Novato, CA 94949
Ph: 415-382-0662
Fax: 415-382-8531
Internet: www.calredwood.org
AOK 5/01
LOK 6/00

CARPET AND RUG INSTITUTE (CRI)

310 Holiday Ave.
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-- End of Section --

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

02/97

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. Locations of facilities shall be approved by the Town of Summerville and SCDOT.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Engineer. Prescribed identification shall immediately be delivered to the Engineer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the installation.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

There are no water or sewer services available. The contractor is responsible for application for and payment of any utility service.

1.2.1 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Engineer.

1.2.2 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN

1.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Engineer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Engineer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.3.2 Project and Safety Signs

The requirements for the signs, their content, and location shall be as shown on the drawings. The signs shall be erected within 15 days after receipt of the notice to proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Engineer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.4.1 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Storage Area

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Engineer away from the vicinity of the construction site. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each workday.

1.5.2 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Engineer, require exterior painting or maintenance will not be allowed on the site.

1.5.3 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.5.4 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.6 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

1.7 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.8 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including topsoil and seeding as necessary.

-- End of Section --

SECTION 01575N

TEMPORARY ENVIRONMENTAL CONTROLS

03/01

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.1200	Hazard Communication
40 CFR 112	Oil Pollution Prevention
40 CFR 122.26	EPA National Pollutant Discharge Elimination System Permit Regulations
40 CFR 173	Title
40 CFR 241	Guidelines for Disposal of Solid Waste
40 CFR 243	Guidelines for the Storage and Collection of Residential, Commercial, and Institutional Solid Waste
40 CFR 258	Subtitle D Landfill Requirements
40 CFR 260	Hazardous Waste Management Systems: General
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Generators of Hazardous Waste
40 CFR 263	Transporters of Hazardous Waste
40 CFR 264	Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265	Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 266	Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
40 CFR 268	Land Disposal Restrictions

40 CFR 270	EPA Administrated Permit Programs: The Hazardous Waste Permit Program
40 CFR 271	Requirements for Authorization of State Hazardous Waste Programs
40 CFR 272	Approved State Hazardous Waste Management Programs
40 CFR 273	Universal Waste Management
40 CFR 279	Used Oil Regulations
40 CFR 280	Owners and Operators of Underground Storage Tanks
40 CFR 300	National Oil and Hazardous Substances Pollution Contingency Plan
40 CFR 355	Emergency Planning and Notification
40 CFR 372-SUBPART D	EPA Toxic Chemical Release Reporting Regulations
40 CFR 716	Health and Safety Data Reporting
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
49 CFR 173	Shipments and Packagings
49 CFR 178	Packagings

U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

EPA SW-846	(1996) Evaluating Solid Waste (Physical/Chemical Methods)
EPA 832-R-92-005	Storm Water Management for Construction Activities

1.2 DEFINITIONS

1.2.1 Sediment

Soil and other debris that have eroded and have been transported by runoff water or wind.

1.2.2 Solid Waste

Garbage, refuse, debris, sludge, or other discharged material (except hazardous waste as defined in paragraph entitled "Hazardous Waste" or hazardous debris as defined in paragraph entitled "Hazardous Debris"), including solid, liquid, semisolid, or contained gaseous materials resulting from domestic, industrial, commercial, mining, or agricultural operations. Material not regulated as solid waste are: nuclear source or byproduct materials regulated under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or

other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

1.2.3 Debris

Non-hazardous solid material generated during the construction, demolition, or renovation of a structure which exceeds 2.5 inch particle size that is: a manufactured object; plant or animal matter; or natural geologic material (e.g. cobbles and boulders). A mixture of debris and other material such as soil or sludge is also subject to regulation as debris if the mixture is comprised primarily of debris by volume, based on visual inspection.

1.2.4 Hazardous Debris

As defined in paragraph entitled "Debris" of this section, debris that contains listed hazardous waste (either on the debris surface, or in its interstices, such as pore structure) per 40 CFR 261; or debris that exhibits a characteristic of hazardous waste per 40 CFR 261.

1.2.5 Chemical Wastes

This includes salts, acids, alkalies, herbicides, pesticides, and organic chemicals.

1.2.6 Garbage

Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

1.2.7 Hazardous Waste

Hazardous waste as defined in 40 CFR 261 or as defined by applicable State and local regulations.

1.2.8 Oily Waste

Petroleum products and bituminous materials.

1.2.9 Regulated Waste

Those solid waste that have specific additional Federal, state, or local controls for handling, storage, or disposal.

1.2.10 Hazardous Materials

Any material that is regulated as a hazardous material in accordance with 49 CFR 173, requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200, or which during end use, treatment, handling, storage, transportation or disposal meets or has components which meet or have the potential to meet the definition of a Hazardous Waste in accordance with 40 CFR 261. Throughout this specification, hazardous material includes hazardous chemicals.

1.3 ENVIRONMENTAL PROTECTION REQUIREMENTS

Provide and maintain, during the life of the contract, environmental protection as defined. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct

conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution.

Environmental Brief: Attend an environmental brief to be included in the preconstruction meeting. Provide the following information: types, quantities, and use of hazardous materials that will be brought onto the activity; types and quantities of wastes/wastewater that may be generated during the contract.

1.4 ENVIRONMENTAL PROTECTION PLAN

Five days after the award of contract, the Contractor shall meet with the Engineer to discuss the proposed Environmental Protection Plan and develop a mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken. The Environmental Protection Plan shall be submitted in the following format and shall, at a minimum, address the following elements (also refer to paragraph entitled "Protection of Natural Resources" in this section):

- a. Description of the Environmental Protection Plan
 - (1) General overview and purpose
 - (2) General site information
- b. Protection of Natural Resources
 - (1) Land resources
 - (2) Tree protection
 - (3) Replacement of damaged landscape features
 - (4) Temporary construction
 - (5) Wetland areas
- c. Protection of Historical and Archaeological Resources
 - (1) Objectives
 - (2) Methods
- d. Storm Water Management and Control
 - (1) Ground cover
 - (2) Erodible soils
 - (3) Temporary measures

- (a) Mechanical retardation and control of runoff
- (b) Vegetation and mulch

1.4.1 Environmental Protection Plan Review

Seven days after the environmental protection meeting, submit the proposed Environmental Protection Plan for further discussion, review, and approval. Commencement of work shall not begin until the environmental protection plan has been approved.

1.5 CONTRACTOR HAZARDOUS MATERIAL INVENTORY LOG

Submit the "Contractor Hazardous Material Inventory Log" (copy at end of section), which provides information required by (EPCRA Sections 312 and 313) along with corresponding Material Safety Data Sheets (MSDS) to the Engineer at the start and at the end of construction (30 days from final acceptance), and update no later than January 31 of each calendar year during the life of the contract. Documentation for any spills/releases, environmental reports or off-site transfers may be requested by the Engineer.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PROTECTION OF NATURAL RESOURCES

Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified. Conform to the national permitting requirements of the Clean Water Act.

3.1.1 Land Resources

Except in areas to be cleared, do not remove, cut, deface, injure, or destroy trees or shrubs without the Engineer's permission. Do not fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the Engineer. Where such use of attached ropes, cables, or guys is authorized, the Contractor shall be responsible for any resultant damage.

3.1.1.1 Protection of Trees

Protect existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Remove displaced rocks from uncleared areas. By approved excavation, remove trees with 30 percent or more of their root systems destroyed.

3.1.1.2 Replacement

Remove trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain Engineer's approval before replacement.

3.1.2 Water Resources

3.1.2.1 Stream Crossings

The Engineer's approval is required before any equipment will be permitted to ford live streams. In areas where frequent crossings are required, install temporary culverts or bridges. Obtain Engineer's approval prior to installation. Remove temporary culverts or bridges upon completion of work, and repair the area to its original condition.

3.1.2.2 Oily and Hazardous Substances

Prevent oil or hazardous substances from entering the ground, drainage areas, or navigable waters. In accordance with 40 CFR 112, surround all temporary fuel oil or petroleum storage tanks with a temporary berm or containment of sufficient size and strength to contain the contents of the tanks, plus 10 percent freeboard for precipitation. The berm shall be impervious to oil for 72 hours and be constructed so that any discharge will not permeate, drain, infiltrate, or otherwise escape before cleanup occurs.

3.1.3 Fish and Wildlife Resources

Do not disturb fish and wildlife. Do not alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified.

3.2 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Engineer historical and archaeological items or human skeletal remains discovered in the course of work. Stop work in the immediate area of the discovery until directed by the Engineer to resume work. The Owner retains ownership and control over historical and archaeological resources.

3.3 EROSION AND SEDIMENT CONTROL MEASURES

3.3.1 Burnoff

Burnoff of the ground cover is not permitted.

3.3.2 Protection of Erodible Soils

Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.

3.3.3 Temporary Protection of Erodible Soils

Use the following methods to prevent erosion and control sedimentation:

3.3.3.1 Mechanical Retardation and Control of Runoff

Mechanically retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, berms, and use of silt fences and straw bales to retard and divert runoff to protected drainage courses.

3.3.3.2 Vegetation and Mulch

Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydroseeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.

3.4 CONTROL AND DISPOSAL OF SOLID WASTES

Pick up solid wastes, and place in covered containers which are regularly emptied. Do not prepare or cook food on the project site. Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean.

3.5 CONTROL AND DISPOSAL OF HAZARDOUS WASTES

3.5.1 Petroleum Products

Conduct the fueling and lubricating of equipment and motor vehicles in a manner that protects against spills and evaporation. All used oil generated on site shall be managed in accordance with 40 CFR 279. The Contractor shall determine if any used oil generated while on-site exhibits a characteristic of hazardous waste. In addition, used oil containing 1000 parts per million of solvents will be considered a hazardous waste and disposed of at Contractor's expense. Used oil mixed with a hazardous waste will also be considered a hazardous waste. All hazardous waste will be managed in accordance with the paragraph entitled Hazardous Waste/Debris Management of this section and shall be managed in accordance with the approved Environmental Protection Plan.

3.5.2 Releases/Spills of Oil and Hazardous Substances

Take precautions to prevent releases/spills of oil and hazardous substances. In the event of any releases of oil and hazardous substances, chemicals, or gases; immediately (within 15 minutes) notify the Owner and Engineer. The Contractor is responsible for verbal and written notifications as required by the federal 40 CFR 355, State, local regulations. Spill response shall be in accordance with 40 CFR 300 and applicable State and local regulations. Contain and clean up these spills without cost to the Owner.

3.6 DUST CONTROL

Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power

brooming. Air blowing will be permitted only for cleaning nonparticulate debris such as steel reinforcing bars. Only wet cutting will be permitted for cutting concrete blocks, concrete, and bituminous concrete. Do not unnecessarily shake bags of cement, concrete mortar, or plaster.

-- End of Section --

SECTION 02315

EXCAVATION AND FILL

06/04

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM D 698 (2000a) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft. (600 kN-m/cu. m.))

ASTM D 1557 (2002) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE EM-385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

1.2 DEFINITIONS

1.2.1 Degree of Compaction

Degree of compaction is expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 698 ASTM D 1557, for general soil types, abbreviated as percent laboratory maximum density.

1.2.2 Directional Borings

Guided boring is a method of trenchless construction using a surface launched steerable drilling tool controlled from a mobile drilling frame, and includes a field power unit, mud mixing system and mobile spoils extraction system. The drilling frame is sited and aligned to bore a pilot borehole that conforms to the planned installation of the main. The drilling frame is set back from an access pit that has been dug (typically at the location of a proposed manhole or other appurtenance) and a high-pressure fluid-jet toolhead that uses a mixture of bentonite clay and water is launched. Pits are normally dug at the start point and endpoint of the proposed pipe installation and are used to align the toolhead, attach other equipment, and to collect and remove excess spoils. Using an electronic guidance system, the toolhead is guided through the soil to create a pilot borehole. Upon reaching the endpoint joint, the toolhead is removed and a reamer with the product pipe attached is joined to the drill string and pulled back through the borehole. In large diameter installations, pre-reaming of the borehole will usually be done prior to attaching the product pipe for the final pullback. A vacuum spoils extraction system removes any excess spoils generated during the installation. The connections, manholes or other appurtenances are then completed at both the start point and endpoint locations and the surface restored to its original condition.

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Shoring and Sheeting Plan

Dewatering Work Plan

Directional Boring Plan

Submit 15 days prior to starting work.

SD-06 Test Reports

Density Tests

Copies of all laboratory and field test reports within 24 hours of the completion of the test.

1.4 DELIVERY, STORAGE, AND HANDLING

Perform in a manner to prevent contamination or segregation of materials.

1.5 QUALITY ASSURANCE

1.5.1 Shoring and Sheeting Plan

Submit drawings and calculations, certified by a registered professional engineer, describing the methods for shoring and sheeting of excavations. Drawings shall include material sizes and types, arrangement of members, and the sequence and method of installation and removal. Calculations shall include data and references used.

1.5.2 Dewatering Work Plan

Submit procedures for accomplishing dewatering work.

1.5.3 Directional Boring Plan

Submit drawings describing the Directional Boring Plan. Drawings shall include material sizes and types, pit locations, depth of bore, and identify all existing utilities.

1.5.3 Utilities

Movement of construction machinery and equipment over pipes and utilities during construction shall be at the Contractor's risk. Perform work adjacent to utilities as indicated in accordance with procedures outlined by utility company. Excavation made with power-driven equipment is not permitted within two feet of known Owner-owned utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction

is uncovered or until clearance for the new grade is assured. Report damage to utility lines or subsurface construction immediately to the Engineer.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

Provide soil materials as specified below free of debris, roots, wood, scrap material, vegetable matter, refuse, soft unsound particles, ice, or other deleterious and objectionable materials.

2.1.1 Backfill

Bring trenches to grade indicated on the drawings using material excavated on the site of this project. This material will be considered unclassified and no testing other than for compaction will be required before use as backfill, classified as GM SM SC by ASTM 2487 with a maximum particle size of 3 inches.

2.1.2 Special Backfill for Structures and Pavements

Backfill trenches under roads, structures, and paved areas as specified in Section 02301N, "Earthwork for Structures and Pavements."

2.1.3 Sand

Clean, coarse-grained sand classified as SW or SP by ASTM D2487 for bedding and backfill.

2.1.4 Gravel

Clean, coarsely graded natural gravel, crushed stone or a combination thereof having a classification of GW GP in accordance with ASTM D2487 for bedding and backfill. Maximum particle size shall not exceed 3 inches.

2.1.5 Backfill for Underdrainage Systems

Clean sand, crushed rock, or gravel meeting the following requirements:

- a. Any Type Drain Used With Filter Fabric: Clean gravel or crushed stone or gravel conforming to ASTM C33 coarse aggregate grading size 57, 67, or 7.

2.1.6 Porous Fill for Sewage Absorption Trenches or Pits

Backfill material consisting of clean crushed rock or gravel having a gradation such that 100 percent passes the 2 inch sieve and zero percent passes the 1/2 inch sieve.

2.1.7 Topsoil Material

Free of subsoil, stumps, rocks larger than 3/4 inch in diameter (with maximum 3 percent retained on 1/4 inch sieve), brush, weeds, toxic substances, and other material or substance detrimental to plant growth. Topsoil shall be a natural, friable soil representative of productive soils in the vicinity.

2.1.8 Pipe Bedding

TABLE 02302-1 UTILITY EARTHWORK REFERENCES

<u>PIPE MATERIALS</u>	<u>SPECIFICATION</u>	<u>SOIL MATERIALS REFERENCE</u>	<u>INSTALLATION REF</u>
a. Ductile Iron and Ductile Iron Pressure Pipe	Client Specifications	AWWA C600, except refill of overcut shall be gravel, bedding shall be GW GP SW SP.	AWWA C600
b. Electrical Plastic Tubing and Conduit	16302	NEMA TC 2 NFPA 30 NFPA 70	Section 16302
c. Concrete Encased Electrical Plastic Tubing (EPT) and Conduit	16302	NEMA TC 2 3000 psi, Concrete, one inch max aggregate size	Section 16302
d. Concrete Gravity, Sewer, Culvert	02630	ASTM C76 (Reinforced) ASTM C14 (Non-Reinforced) Class A, B, or C, bedding material	ACPA 01-103
e. Polyethylene (PE) Pressure Pipe	02315	ASTM D2774, except bedding shall be GW GP SW SP and all material surrounding the pipe shall have maximum particle size of 1/2 inch.	ASTM D2774
f. Polyvinyl Chloride (PVC) Nonpressure Pipe	Client Specifications	ASTM D2321, except bedding shall be Class I, gravel. Haunching to springline shall be Class I, gravel.	ASTM D2321 AWWA M23
g. Polyvinyl Chloride (PVC) Pressure Pipe	Client Specifications	ASTM D2774, except bedding shall be GW GP SW SP and all material sur-	ASTM D2774

rounding pipe shall have maximum particle size of 1/2 inch.

h. PVC and ABS Plastic Utilities Duct	16302	NEMA TC 6 NFPA 30 NFPA 70	Section 16302
i. Rigid Metallic Conduit (Electrical)	16302		Section 16302N NFPA 70, Articles 300-6 NFPA 70, Articles 710-3 and 300-5

2.2 MATERIALS PIPE FOR DIRECTIONAL BORES

2.2.1 High-Density Polyethylene Pipe (HDPE)

Materials used for the manufacturing of Polyethylene pipe and fittings shall be 3408 high-density polyethylene (HDPE) meeting the ASTM D3350 cell classification of 345434C. High Density Polyethylene Pipe (HDPE) and fittings will be used in accordance with the materials specifications. All additional appurtenances such as tees, gaskets, flange adaptors, etc. will meet the material specifications. The Contractor will supply the pipe and fittings and will include its price in the bid. All pipe installed by guided boring will be joined by an approved butt fusion or electrofusion technique according to the manufacturers specifications.

HDPE pipe shall be produced from resins with a material designation PE3408, and a cell classification PE334434 as specified within ASTM D3350, and dimensions and workmanship as specified by ASTM F714. It will also meet the requirements of AWWA ASTM D3350. Pipe will be legibly marked at intervals of no more than five feet with the manufacturer’s name, trademark, pipe size, HDPE cell classification, appropriate legend such as SDR 11, ASTM D3035, AWWA C901 or C906, date of manufacture and point of origin. Pipe not marked as indicated above will be rejected.

The material used in the production of potable water pipe shall be approved by the National Sanitation Foundation (NSF).

2.2.1 Pipe Thickness

The material shall have a minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73°F when tested in accordance with PPI TR-3 and shall be listed in the name of the pipe and fitting manufacturer in PPI TR-4.

2.2.2 HDPE Joints

Butt fusion or Electrofusion welded in accordance with ASTM D3261.

2.2.3 HDPE Marking

Polyethylene pipe shall be manufactured in accordance with AWWA C906 for sizes 4” through 54” Permanent identification of piping service shall be provided by co-extruding longitudinal blue stripes into the pipes outside surface. The striping material shall be the same material as the pipe material except for color. The net weight, pressure class or nominal thickness, sampling period and manufacturer shall be marked on each pipe.

2.2.4 Drilling Fluid

Drilling fluid will be a mixture of water and bentonite clay. The fluid will be inert. The fluid should remain in the tunnel to ensure the stability of the tunnel, reduce drag on the pulled pipe, and provide backfill with the annulus of the pipe and tunnel.

2.3 FILTER FABRIC

Provide a pervious sheet of polyester, nylon, glass or polypropylene, ultraviolet resistant filaments woven, spun bonded, fused, or otherwise manufactured into a nonraveling fabric with uniform thickness and strength. Fabric shall have the following manufacturer certified minimum average roll properties as determined by ASTM D4759:

	<u>Class A</u>	<u>Class B</u>
a. Grab tensile strength (ASTM D4632) machine and transversed direction	min. 180	80 lbs.
b. Grab elongation (ASTM D4632) machine and transverse direction	min. 15	15 percent
c. Puncture resistance (ASTM D4833)	min. 80	25 lbs.
d. Mullen burst strength (ASTM D3786)	min. 290	130 psi.
e. Trapezoidal Tear (ASTM D4533)	min. 50	25 lbs.
f. Apparent Opening Size (ASTM D4751)	See Criteria Below	
(1) Soil with 50 percent or less particles by weight passing US No. 200 Sieve, AOS less than 0.6 mm (greater than #30 US Std. Sieve)		
(2) Soil with more than 50 percent particles by weight passing US No. 200 Sieve, AOS less than 0.297 mm (greater than #50 US Std. Sieve)		
g. Permeability (ASTM D4491)	k fabric greater than k Soil	
h. Ultraviolet Degradation (ASTM D4355)	70 percent Strength retained at 150 hours	

2.4 BURIED WARNING AND IDENTIFICATION TAPE

Metallic core or metallic-faced, acid- and alkali-resistant, polyethylene plastic warning tape manufactured specifically for warning and identification of buried utility lines. Provide tape on rolls, 6 inch minimum width, color coded as specified below for the intended utility with warning and identification imprinted in bold black letters continuously over the entire tape length. Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording. Color and printing shall be permanent, unaffected by moisture or soil.

Warning Tape Color Codes

Yellow:	Electric
Orange:	Telephone and Other Communications
Blue:	Water Systems
Green:	Sewer Systems
Gray:	Compressed Air

2.4.1 Warning Tape for Metallic Piping

Acid and alkali-resistant polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of tape shall be 0.003 inch. Tape shall have a minimum strength of 1500 psi lengthwise, and 1250 psi crosswise, with a maximum 350 percent elongation.

2.4.2 Detectable Warning Tape for Non-Metallic Piping

Polyethylene plastic tape conforming to the width, color, and printing requirements specified above. Minimum thickness of the tape shall be 0.004 inch. Tape shall have a minimum strength of 1500 psi lengthwise and 1250 psi crosswise. Tape shall be manufactured with integral wires, foil backing, or other means of enabling detection by a metal detector when tape is buried up to 3 feet deep. Encase metallic element of the tape in a protective jacket or provide with other means of corrosion protection.

2.5 DETECTION WIRE FOR NON-METALLIC PIPING

Detection wire shall be insulated single strand, solid copper with a minimum diameter of 12 AWG.

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Shoring and Sheeting

Provide shoring, bracing, cribbing, trench boxes, underpinning and sheeting where required. In addition to Section 25 A and B of COE EM-385-1-1, include provisions in the shoring and sheeting plan that will accomplish the following:

- a. Prevent undermining of pavements, foundations and slabs.
- b. Prevent slippage or movement in banks or slopes adjacent to the excavation.

- c. Allow for the abandonment of shoring and sheeting materials in place in critical areas as the work is completed. In these areas, backfill the excavation to within 3 feet of the finished grade and remove the remaining exposed portion of the shoring before completing the backfill.

3.1.2 Drainage and Dewatering

Provide for the collection and disposal of surface and subsurface water encountered during construction.

3.1.2.1 Drainage

Surface water shall be directed away from excavation and construction sites so as to prevent erosion and undermining of foundations. Diversion ditches, dikes and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the site and the area immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

3.1.2.2 Dewatering

Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 3 feet below the working level.

Operate dewatering system continuously until construction work below existing water levels is complete. Measure and record performance of dewatering system at same time each day by use of observation wells or piezometers installed in conjunction with the dewatering system.

3.1.3 Underground Utilities

Location of the existing utilities indicated is approximate. The Contractor shall physically verify the location and elevation of the existing utilities indicated prior to starting construction. The Contractor shall contact the utility service providers for assistance in locating existing utilities. The Contractor shall scan the construction site with electromagnetic and sonic equipment and mark the surface of the ground where existing underground utilities are discovered.

3.1.4 Machinery and Equipment

Movement of construction machinery and equipment over pipes during construction shall be at the Contractor's risk. Repair, or remove and provide new pipe for existing or newly installed pipe that has been displaced or damaged.

3.2 GENERAL EXCAVATION AND TRENCHING

Keep excavations free from water while construction is in progress. Notify the Engineer immediately in writing if it becomes necessary to remove rock or hard, unstable, or otherwise unsatisfactory material to a depth greater than indicated. Make trench sides as nearly vertical as practicable except where sloping of sides is allowed. Sides of trenches shall not be sloped from the bottom of the trench up to the elevation of the top of the pipe or conduit. Overexcavate soft, weak, or wet excavations as indicated. Use gravel placed in 6 inch maximum layers to refill overdepths to the proper grade. At the Contractor's option, the excavations may be cut to an overdepth of not less than 4 inches and refilled to required grade as specified. Grade bottom of trenches accurately to provide uniform bearing and support for each section of pipe conduit or structure on undisturbed soil, or bedding material as indicated or specified at every point along its entire length except for portions where it is necessary to excavate for bell holes and for making proper joints. Dig bell holes and depressions for joints after trench has been graded. Dimension of bell holes shall be as required for properly making the particular type of joint to ensure that the bell does not bear on the bottom of the excavation. Trench dimensions shall be as indicated.

3.2.1 Pipe Trenches

Excavate to the dimension indicated. Grade bottom of trenches to provide uniform support for each section of pipe after pipe bedding placement. Tamp if necessary to provide a firm pipe bed. Recesses shall be excavated to accommodate bells and joints so that pipe will be uniformly supported for the entire length. Rock, where encountered, shall be excavated to a depth of at least 6 inches below the bottom of the pipe.

3.3 DIRECTIONAL BORING INSTALLATION

This section includes the installation of the discharge main by guided boring, including connecting to the existing discharge main. The Contractor will furnish all labor, components, materials, tools and appurtenances necessary or proper for the performance and completion of the contract.

3.3.1 Qualifications

Guided boring Contractors will have actively engaged in the installation of pipe using guided boring for a minimum of three years. Field supervisory personnel employed by the Guided Boring Contractor will have at least three years experience in the performance of the work and tasks as stated in the contract document.

3.3.1.1 Submittals

Submit documentation showing three years of guided boring experience. Information must include, but not be limited to, date and duration of work, location, pipe information (i.e., length, diameter, depth of installation, pipe material, etc.), project owner information, (i.e., name, address, telephone number, contact person), and the contents handled by the pipeline (water, wastewater, etc.).

3.3.1.2 Contractor's Personnel

Submit a list of field supervisory personnel and their experience with guided boring operations. At least one of the field supervisors listed must be at the site and be responsible for all work at all times when guided boring operations are in progress. Guided boring operations will not proceed until the resume(s) of the Contractor's field supervisory personnel have been received and reviewed by the Project Engineer.

3.3.1.3 Drawings and Documents

Submit the following drawings and documents:

Working drawings and written procedure describing in detail the proposed method of installation. This will include, but not be limited to, size, capacity and setup requirements of equipment; location and siting of drilling and receiving pits; dewatering if applicable; method of fusion and type of equipment for joining pipe; type of cutting tool head; and method of monitoring and controlling line and depth. If the Contractor determines that modifications to the method and equipment as stated in the submittal is necessary during construction, the contractor will submit a plan describing such modifications, including the reasons for the modification.

Bentonite drilling mud products information (MSDS); special precautions necessary; method of mixing and application; and method of removing spoils.

3.3.2 Preparation

Excavate required pits in accordance with the working drawings. The drilling procedures and equipment shall provide protection of workers, particularly against electrical shock. As a minimum, grounding mats, grounded equipment, hot boots, hot gloves, safety glasses and hard hats shall be used by crewmembers. The drilling equipment shall have an audible alarm system capable of detecting electrical current. Removal of trees, landscaping, pavement or concrete shall be performed as specified.

3.3.3 Guide Boring Operations

3.3.3.1 Equipment

The drilling equipment must be capable of placing the pipe within the limits indicated on the contract plans. The drilling equipment shall also be capable of 79,000 pounds of pull back force. Guided boring equipment shall consist of a surface launched steerable drilling tool controlled from a mobile drilling frame, and include a field power unit, mud mixing system and mobile spoils extraction system. The number of access pits shall be kept to a minimum and the equipment must be capable of boring the following lengths in a single bore. The guided boring system will have the capability of boring and installing a continuous run without intermediate pits of a minimum distance for the following pipe diameters:

<u>Product Pipe Size</u>	<u>Minimum Boring Distance</u>
1 – 1 ½ inches	500 feet
2 – 4 inches	450 feet
6 inches	400 feet
8 inches	350 feet
10 – 18 inches	300 feet

The guidance system shall have the capability of measuring vertical (depth) position, horizontal position and roll. The guidance system must meet the following specifications in soft homogenous soils:

Accuracy

Vertical position:	± 1 inch at	18-96	inches of depth
	± 2 inches at	97-144	inches of depth

	± 4 inches at	145-180	inches of depth
	± 6 inches at	181-300	inches of depth
	± 10 inches at	301-480	inches of depth
Horizontal position:	± 2 inches at	18-96	inches of depth
	± 4 inches at	97-144	inches of depth
	± 6 inches at	145-180	inches of depth
	± 12 inches at	181-300	inches of depth
	± 24 inches at	301-480	inches of depth

Equipment set-up requirements shall be prepared by the Contractor and submitted to the Engineer per the requirements as stated under “Submittals.”

3.3.3.2 Safety Equipment

During drilling operations all equipment shall be effectively grounded and incorporate a system that protects operating personnel from electrical hazards. The system shall be equipped with an audible alarm that can sense if contact is made with an energized electric cable. Proper operation of the alarm system will be confirmed prior to the drilling of each tunnel. All equipment will be connected to ground with a copper conductor capable of handling the maximum anticipated fault current. Crew members operating drilling equipment and handling rods will do so while standing on grounded wire mesh mats, ensuring that all equipment is grounded, and wearing hot boots, hot gloves, safety glasses and hard hats. Crewmembers operating handheld locating equipment will wear hot boots.

3.3.3.3 Pilot Hole Boring / Adjustments / Restarts

The entry angle of the pilot hole and the boring process will maintain a curvature that does not exceed the allowable bending radii of the product pipe. The Contractor shall follow the pipeline alignment as shown on the Drawings, within the specifications stated. If adjustments are required, the Contractor shall notify the Engineer for approval prior to making the adjustments.

3.3.3.4 Product Pipe Installation

After the pilot hole is completed, the Contractor shall install a swivel to the reamer and commence pullback operations. Pre-reaming of the tunnel may be necessary and is at the option of the Contractor.

- a. Reaming diameter will not exceed 1.5 times the diameter of the product pipe being installed.
- b. The product pipe being pulled into the tunnel will be protected and supported so that it moves freely and is not damaged by stones and debris on the ground during installation.
- c. Pullback forces will not exceed the allowable pulling forces for the product pipe.
- d. The Contractor shall allow sufficient lengths of product pipe to extend past the termination point to allow connections to the diffuser assembly. Pulled pipe will be allowed 24 hours of stabilization prior to making tie-ins. The length of extra product pipe will be at the Contractor's discretion.

- e. The contractor shall allow at a minimum of 20 linear feet of directional drilled pipe on each end of the installation. The additional pipe lengths shall be on a parallel plane with the existing grade at the point of connection to the Ductile Iron or PVC main.

3.3.4 Cleanup

The Contractor shall maintain the work site in a neat and orderly condition throughout the period of work and after completing the work at each site, remove debris, surplus material and temporary structures erected by the Contractor. The site shall be restored to a condition equal to the existing condition prior to being disturbed.

3.3.4.1 Disposal of Drilling Fluid

Disposal of excess drilling fluid and spoils will be the responsibility of the Contractor who must comply with all relevant regulations, right-of-way, work space and permit agreements. Excess drilling fluid and spoils will be disposed at an approved location. The Contractor is responsible for transporting all excess drilling fluid and spoils to the disposal site and paying any disposal costs. Excess drilling fluid and spoils will be transported in a manner that prevents accidental spillage onto roadways. Excess drilling fluid and spoils will not be discharged into sanitary or storm drain systems, ditches or waterways.

- a. Drilling fluid returns (caused by fracturing of formations) at locations other than the entry and exit points will be minimized. The Contractor will immediately clean up any drilling fluid that surfaces through fracturing. Clean up of excess drilling fluid shall be accomplished by the means mobile spoils removal equipment.
- b. Mobile spoils removal equipment capable of quickly removing spoils from entry or exit pits and areas with returns caused by fracturing will be present during drilling operations to fulfill the requirements of paragraphs b and c above. The Contractor shall not commence drilling operations without the presence of drilling fluid removal equipment. All excess drilling fluid shall be removed from the site(s).
- c. The Contractor will be responsible for making provisions for a clean water supply for the mixing of drilling fluid.
- d. The contractor shall contain all drilling fluids from the site until such time that the excess fluid may be removed from the site by mobile spoils removal equipment.
- e. At no time shall the contractor allow excess drilling fluids to drain into water bodies such as streams, rivers, lakes, wetlands etc.

3.4 BURIED WARNING AND IDENTIFICATION TAPE

Provide buried utility lines with utility identification tape. Bury tape 12 inches below finished grade; under pavements and slabs, bury tape 6 inches below top of subgrade.

-- End of Section --



TOWN OF SUMMERVILLE

MAST ARMS PROJECT

ADVERTISEMENT FOR BIDS
TOWN OF SUMMERVILLE MAST ARMS PROJECT
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INFORMATION FOR BIDDERS

ADVERTISEMENT FOR BIDS

Owner

Town of Summerville
200 S. Main St.
Summerville, SC 29483

Separate sealed BIDS for the construction of the "Town of Summerville Mast Arms Project", will be received by the Town of Summerville at 200 South Main Street, 2nd floor Training Room, Town Hall Annex, Summerville, South Carolina, 29483 at 2:00 P.M. on October 1, 2014, and then at said office opened and read aloud.

The Project consists of providing all labor, materials, and equipment for installing mast arms located in the Town of Summerville. Work items include:

- Install eight new mast arms including foundations, poles, and arms. Foundation design will be provided by the mast arm supplier.
- Provide and install new signal heads on mast arms.
- Provide and install new pedestrian signals.
- Provide signal reprogramming; coordinate with SCDOT.
- Install new 2" PVC by directional boring under existing roads.
- Modify existing sidewalks and construct ADA-compliant ramps with detectable warning.
- Install new Striping.
- Coordinate all work with SCDOT and Town of Summerville.
- Provide new electrical service for signals. Coordinate with utility provider.
- Provide accurate as-built drawings of each intersection.

A mandatory pre-bid conference will be held at the Town of Summerville located at 200 S. Main St., 2nd floor Training Room, Town Hall Annex, Summerville, SC, at 2:00 PM, on September 17, 2014,

The owner reserves the right to waive any informality and to reject any & all bids.

Copies of the CONTRACT DOCUMENTS may be obtained at www.summerville.sc.us, and comments can be directed to Russ Cornette, 843-851-4226, or at rcornette@summervillesc.gov.

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BIDS will be received by the Town of Summerville (herein called the "OWNER"), at 200 S. Main Street, Summerville, South Carolina 29483 until 2:00 PM EDT, on October 1, 2014, and then at said office opened and read aloud. A mandatory pre-bid conference will be held at the Town of Summerville Office located at 200 S. Main St. Summerville, SC, at 2:00 PM on September 17, 2014.

Each BID must be submitted in a sealed envelope addressed to the Town of Summerville, 200 S. Main St. Summerville, South Carolina 29483. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Town of Summerville Mast Arms Project, and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable, and the name of the Project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to OWNER. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or 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.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including

ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

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

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

Each BID must be accompanied by a BID Bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining successful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Payment BOND and Performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

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

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

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance BOND and Payment BOND within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD

shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

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

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended if mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted.

Award may be made to the lowest responsible BIDDER.

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

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

The low BIDDER must supply the names and addresses of major material suppliers and subcontractors when requested to do so by the OWNER.

The ENGINEER is: TOWN OF SUMMERVILLE

The PROJECT MANAGER is: TOWN OF SUMMERVILLE_____

BID

Proposal of _____(hereinafter called the "BIDDER"), organized and existing under the laws of the State of South Carolina doing business as _____.

To the Town of Summerville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, the BIDDER hereby proposes to perform all Work for the construction of the Town of Summerville Mast Arms Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his 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 hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter.

BIDDER acknowledges the receipt of the following ADDENDUM:

* Insert "a corporation", "a partnership", or "an individual" as applicable.

**Town of Summerville
Mast Arms Project
Schedule of Bid Items**

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL
1	Mobilization/Bonds	LS	1		
2	T raffic Control	LS	1		
3	Crosswalk 8" White Solid Lines (Thermoplastic)	LF	500		
4	3" PVC Sch. 80 Conduit	LF	10		
5	2" Directional Bore (Incl. Conduit)	LF	1050		
6	Loop Wire Tie-In	LS	1		
7	Signal Cable	LS	1		
8	Quazite Junction Box	EA	7		
9	Signal Head 5 Section (Includes 2 Spare)	EA	4		
10	Signal Head 4 Section (Includes 2 Spare)	EA	5		
11	Signal Head 3 Section (Includes 2 Spare)	EA	18		
12	Ped Signal Head Section	EA	16		
13	Ped Signal Push Button	EA	16		
14	Controller Reprogramming	LS	1		
15	Mast Arm and Pole Installation	LS	1		
16	Mast Arm Foundations (16 Total)	CY	40		
17	Remove Signals, Spanwire, Poles, and Foundations	LS	1		
18	Concrete Sidewalk	SY	25		
19	Detectable Warning Surface	EA	5		
20	Electrical Service	LS	1		
21	Traffic Signs	EA	5		
22	Road Signs	EA	8		
23	Miscellaneous	LS	1		

Total Contract \$ _____

NOTE: THE OWNER RESERVES THE RIGHT TO DELETE PORTIONS OR ALL OF THE WORK. ALL WORK AS SHOWN, SPECIFIED, OR IMPLIED MUST BE ACCOUNTED FOR IN THE CONTRACTOR'S BID.

TOTAL LUMP SUM BID for furnishing and installing all materials and labor listed for the construction of the Town of Summerville Mast Arms Project, complete as indicated by the Contract Documents (in words and figures):

_____ Dollars _____ Cents

(\$ _____)

Respectfully submitted,

BID BOND

Contractor Name Printed Out

Address

Signature

Title: _____

License Number _____ Date: _____

Seal if bid is from a corporation

Attest: _____

BID BOND

KNOW ALL MEN THESE PRESENTS, that we, the undersigned

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto _____ as Owner in

the penal sum of _____ for the payment of which , well

and truly to be made, we hereby jointly and severally bind ourselves, successor and assigns.

Signed, this _____ day of _____, 2014. The condition of the above

obligation is such that whereas the Principal has submitted to _____

a certain bid, attached hereto and hereby made a part thereof to enter into a contract in

writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid. Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees: that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL (L.S)

SURETY

BY: _____

IMPORTANT: 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 of South Carolina.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, by _____ and _____ between the Town of Summerville, hereinafter called "OWNER" and _____, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of the "Town of Summerville Mast Arms Project".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the same within 180 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of \$ _____ or as shown on NEGOTIATED BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A) ADVERTISEMENT FOR BIDS
 - B) INFORMATION FOR BIDDERS
 - C) BID
 - D) BID BOND
 - E) AGREEMENT
 - F) PAYMENT BOND
 - G) PERFORMANCE BOND
 - H) NOTICE OF AWARD

- I) NOTICE TO PROCEED
- J) CHANGE ORDER
- K) GENERAL CONDITIONS
- L) SPECIAL PROVISIONS
- M) DRAWINGS Prepared and Issued By: TOWN OF SUMMRVILLE
- N) SPECIFICATIONS: Prepared and Issued By: TOWN OF SUMMERVILLE
- O) ADDENDA:

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such time as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

TOWN OF SUMMERVILLE, OWNER

BY:

(SEAL)

NAME

TITLE

ATTEST

NAME

TITLE

CONTRACTOR

(SEAL)

BY:

NAME

TITLE

ATTEST

NAME

TITLE

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

NAME OF CONTRACTOR:

ADDRESS OF CONTRACTOR

a corporation, hereinafter called Principal, and

NAME OF SURETY

ADDRESS OF SURETY

Hereinafter called Surety, are held and firmly bound onto

TOWN OF SUMMERVILLE, 200 SOUTH MAIN STREET, SUMMERVILLE, S.C. 29483
NAME AND ADDRESS OF OWNER

hereinafter called OWNER, in the penal sum of _____ Dollars

(\$ _____),in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014 a copy of which is hereto attached and made a part hereof for the construction of: _____

ATTEST:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any ways affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST:

PRINCIPAL

(PRINCIPAL) SECRETARY

BY _____(S)

(SEAL)

(ADDRESS)

(WITNESS AS TO PRINCIPAL)

(ADDRESS)

SURETY

ATTEST:

BY: _____
Attorney-In-Fact

(SURETY) SECRETARY

(ADDRESS)

(SEAL)

(WITNESS AS TO SURETY)

(ADDRESS)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: 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 of South Carolina.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

NAME OF CONTRACTOR

ADDRESS OF CONTRACTOR

a corporation, hereinafter called Principal, and

NAME OF SURETY

ADDRESS OF SURETY

hereinafter call Surety, are help and firmly bound unto

TOWN OF SUMMERVILLE, 200 SOUTH MAIN STREET, SUMMERVILLE, S. C. 29483
NAME AND ADDRESS OF OWNER

hereinafter called OWNER, in the penal sum of _____ Dollars

(\$ _____ .00), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of _____

ATTEST:

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST:

PRINCIPAL

(PRINCIPAL) SECRETARY

BY _____ (S)

(SEAL)

(ADDRESS)

(WITNESS AS TO PRINCIPAL)

(ADDRESS)

SURETY

ATTEST:

BY: _____
Attorney-In-Fact

(SURETY) SECRETARY

(ADDRESS)

(SEAL)

(WITNESS AS TO SURETY)

(ADDRESS)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: 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.

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of _____.

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2014.

Town of Summerville
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

this the _____ day of _____ 2014.

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete the WORK within 180 consecutive calendar days.

The date of completion for the _____ .

Town of Summerville

Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

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

_____, this the _____ day of _____, 2014.

By: _____

Title: _____

CHANGE ORDER

Order No.: _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased) by:
\$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The Original CONTRACT TIME:

The CONTRACT TIME will be (increased)(decreased) by _____ calendar days.

The date for completion of all WORK will be _____ (Date).

CHANGE ORDER

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the PROJECT, or if it will increase the budgeted amounts of Federal funds needed to complete the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____

Recommended by: _____

Approved by: _____

Town of Summerville

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

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

- 1.1 **ADDENDA:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
- 1.2 **AGREEMENT:** The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.3 **APPLICATION FOR PAYMENT:** The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 **ASBESTOS:** Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 **BID:** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.5 **BIDDING DOCUMENTS:** The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of the Bids).
- 1.6 **BIDDING REQUIREMENTS:** The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
- 1.7 **BONDS:** Performance and Payment bonds and other instruments of security.
- 1.8 **CHANGE ORDER:** A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
- 1.9 **CONTRACT DOCUMENTS:** The Agreement, Addenda (which pertain to the Contract Documents) CONTRACTOR'S Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary

Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER'S written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1 and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.10 **CONTRACT PRICE:** The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.11 **CONTRACT TIMES:** The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER'S written recommendation of final payment in accordance with paragraph 14.13.

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

1.13 **DEFECTIVE:** An adjective which when modifying the word Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.14 **DRAWINGS:** The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.15 **EFFECTIVE DATE OF THE AGREEMENT:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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

1.17 **ENGINEER'S CONSULTANT:** A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER'S independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.18 FIELD ORDER: A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

1.19 GENERAL REQUIREMENTS: Sections of Division 1 of the Specifications.

1.20 HAZARDOUS WASTE: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.21 LAWS AND REGULATIONS; LAWS OR REGULATIONS: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.22 LIENS: Liens, charges, security interests or encumbrances upon real property or personal property.

1.23 MILESTONE: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.24 NOTICE OF AWARD: The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.25 NOTICE TO PROCEED: A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

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

1.27 PARTIAL UTILIZATION: Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.28 PCBs: Polychlorinated biphenyls.

1.29 PETROLEUM: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square in. absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

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

1.31 RADIOACTIVE MATERIAL: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.32 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.33 SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.34 SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

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

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

1.37 SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER'S written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.38 SUPPLEMENTARY CONDITIONS: The part of the Contract Documents which amends or supplements these General Conditions.

1.39 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 any Subcontractor.

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

1.41 UNIT PRICE WORK: Work to be paid for on the basis of unit prices.

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

1.43 WORK CHANGE DIRECTIVE: A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.44 WRITTEN AMENDMENT: A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2 OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the

execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

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

Starting the Work:

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

Before Starting Construction:

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

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

2.6.1 a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents.

2.6.2 a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such

prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7 Before any Work at the site is started. CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

2.8 Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference attended by 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 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.9 Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

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

3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically call for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 the provisions of any such 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).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER, or any of ENGINEER'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

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

3.5.1 a formal Written Amendment,

3.5.2 a Change Order (pursuant to paragraph 10.4), or

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

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

3.6.1 a Field Order (pursuant to paragraph 9.5),

3.6.2 ENGINEER'S approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3 ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7 CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not 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 ENGINEER'S Consultant, and (ii) shall not reuse any of such Drawing, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1 OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Subsurface and Physical Conditions:

4.2.1 Reports and Drawings: Reference is made to the Supplementary Conditions for identification of:

4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER'S Consultants with respect to:

4.2.2.1 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

4.2.2.2 other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3 any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1 is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2 is of such a nature as to require a change in the Contract Documents, or

4.2.3.3 differs materially from that shown or indicated in the Contract Documents,
or

4.2.3.4 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 conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

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

4.2.5 Possible Contract Documents Change: If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6 Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR'S cost of or time required for performance of the Work; subject, however, to the following:

4.2.6.1 such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2 a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3 with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1 CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2 the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or

4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER'S Consultants shall not 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.

4.3 Physical Conditions—Underground Facilities:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

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

4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that

CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.3 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 shall not make changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.4 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and 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 hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely.

If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3 If after receipt of such special 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 such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work.

If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article 7.

4.5.4 To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) 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, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 - BONDS AND INSURANCE

Performance, Payment and Other Bonds:

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

5.2 If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the

Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3 Licensed Sureties and Insurers; Certificates of Insurance:

- 5.3.1 All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.
- 5.3.2 CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR'S Liability Insurance:

- 5.4 CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
 - 5.4.1 claims under workers' compensation, disability benefits and other similar employee benefit acts;
 - 5.4.2 claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;
 - 5.4.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

- 5.4.4 claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
- 5.4.5 claims for damages, other than to the Work itself because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 5.4.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

- 5.4.7 with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER'S Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;
- 5.4.8 include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
- 5.4.9 include completed operations insurance;
- 5.4.10 include contractual liability insurance covering CONTRACTOR'S indemnity obligations under paragraphs 6.12, 6.16, and 6.31 through 6.33;
- 5.4.11 contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);
- 5.4.12 remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12; and
- 5.4.13 with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

OWNER'S Liability Insurance:

OWNER'S Liability Insurance:

5.5 In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, 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.

Property Insurance:

5.6 Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2 be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3 include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7 OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8 All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

5.9 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.11 Waiver of Rights:

5.11.1 OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have not rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER'S Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2 In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees and agents of any of them, for:

5.11.2.1 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 peril, whether or not insured by OWNER; and

5.11.2.2 loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 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 any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

5.12 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13 OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

5.14 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization—Property Insurance

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6-CONTRACTOR'S RESPONSIBILITIES Supervision and Superintendence:

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

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

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

- 6.4 Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for 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 kind and quality of materials and equipment. All materials and equipment shall be applied, installed connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

- 6.6 CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:
- 6.6.1 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.
- 6.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1 Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.
- 6.7 Substitutes and "Or-Equal" Items:
- 6.7.1 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

6.7.1.1 "Or-Equal": If in ENGINEER'S sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER'S sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2 Substitute Items: If in ENGINEER'S sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

6.7.1.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR'S expense.

6.7.2 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3 Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

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

6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date

prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9.1 CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

6.12 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights

shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from 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.

Permits:

6.13 Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. OWNER shall bear cost of securing required permits.

Laws and Regulations:

6.14.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

6.14.2 If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

Taxes:

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

Use of Premises:

6.16 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights- of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the

performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR'S performance of the Work.

- 6.17 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.
- 6.18 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

- 6.19 CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER. Final Payment will be withheld until record documents are presented to the ENGINEER.

Safety and Protection:

- 6.20 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 all persons on the Work site or who may be affected by the Work;
- 6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER'S Consultant 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 person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21 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.

Hazard Communication Programs:

6.22 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.

Emergencies:

6.23 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall

give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24 Shop Drawings and Samples:

6.24.1 CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2 CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25 Submittal Procedures:

6.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR

has satisfied CONTRACTOR'S obligations under the Contract with respect to CONTRACTOR'S review and approval of that submittal.

6.25.3 At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

6.26 ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. 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. ENGINEER'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27 ENGINEER'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with requirements of paragraph 6.25.1.

6.28 Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, 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.

Continuing the Work:

6.29 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30 CONTRACTOR'S General Warranty and Guarantee:

6.30.1 CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER'S Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2 normal wear and tear under normal usage.

6.30.2 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:

6.30.2.1 observations by ENGINEER;

6.30.2.2 recommendation of any progress or final payment by ENGINEER;

6.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4 use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5 any acceptance by OWNER or any failure to do so;

6.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.30.2.7 any inspection, test or approval by other; or

6.30.2.8 any correction of defective Work by OWNER

Indemnification:

6.31 To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants and the officers, directors, employees, agents and other consultants 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) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

- 6.32 In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 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 person or organization under worker's compensation acts, disability benefit acts or other employee benefit acts.
- 6.33 The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

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

ARTICLE 7-OTHER WORK

Related Work at Site:

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

- 7.2 CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.
- 7.3 If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR'S failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

- 7.4 If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:
- 7.4.1 the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
- 7.4.2 the specific matters to be covered by such authority and responsibility will be itemized; and
- 7.4.3 the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8-OWNER'S RESPONSIBILITIES

- 8.1 Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

- 8.2 In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.
- 8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.
- 8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.
- 8.5 OWNER'S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.
- 8.6 OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.7 OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.8 In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.
- 8.9 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 furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.10 OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11 If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9-ENGINEER'S STATUS DURING CONSTRUCTION OWNER'S Representative:

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

Visits to Site:

9.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction 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 will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally

to the Contract Documents. On the basis of such visits and on-site observations ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work. ENGINEER'S visits and on-site-observations are subject to all the limitations on ENGINEER'S authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER'S on-site 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 furnishing or performance of the Work.

Project Representative:

9.3 If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. 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 person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

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

Authorized Variations in Work:

9.5 ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6 ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or the ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7 In connection with ENGINEER'S authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8 In connection with ENGINEER'S authority as to Change Orders, see Articles 10, 11, 12.

9.9 In connection with ENGINEER'S authority as to Applications for Payment, see Article 14. Determinations for Unit Prices:

9.10 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 upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER'S decision and:

- (i) an appeal from ENGINEER'S decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER'S decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

9.11 ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER'S written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER'S decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER'S written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13 Limitations on ENGINEER'S Authority and Responsibilities:

9.13.1 Neither ENGINEER'S authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2 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 furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

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

9.13.4 ENGINEER'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 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.

9.13.5 The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER'S Consultants, Resident Project Representative and assistants.

ARTICLE 10--CHANGES IN THE WORK

10.1 Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or

revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- 10.2 If OWNER and CONTRACTOR are unable to agree to the extent, if any, of an adjustment of the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.
- 10.3 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.
- 10.4 OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:
 - 10.4.1 changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or (iii) agreed to by the parties;
 - 10.4.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and
 - 10.4.3 changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.
- 10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11-CHANGE OF CONTRACT PRICE

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

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

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

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

11.3.2 where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3 where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 11.6)

Cost of the Work:

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

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR 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 at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits,

bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished 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 accepted. 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 paragraphs 11.4,

11.5,11.6, and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

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

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with 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.

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

11.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

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

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

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

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

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

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

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

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

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

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

11.6 The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or

11.6.2 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:

11.6.2.1 for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR'S fee shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the CONTRACTOR'S fee shall be five percent;

11.6.2.3 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 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5 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 11.6.2.1 through 11.6.2.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1 the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

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

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9 Unit Price Work:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

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

11.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1 the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2 there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3 if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12-CHANGE OF CONTRACT TIMES

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

12.2 All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4 Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including

but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

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

13.1 Notice of Defects: Prompt notice of all defective Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2 OWNER, ENGINEER, ENGINEER'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

Testing and Inspections:

13.3 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4 OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1 for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2 that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3 as otherwise specifically provided in the Contract Documents.

13.5 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. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for

OWNER'S and ENGINEER'S acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

13.6 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, it must, if requested by ENGINEER, be uncovered for observation.

13.7 Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8 If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.

13.9 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11 If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12 Correction Period:

13.12.1 If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions: (i) correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

13.12.2 In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, 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.

Acceptance of Defective Work:

13.13 If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall 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). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14 If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and ENGINEER and ENGINEER'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such 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. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14-PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2 At least twenty days before the date established 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 and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as follows:

The OWNER shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all WORK covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50%) percent of the WORK has been completed, if he finds that satisfactory progress is being made, and has received a written request by the CONTRACTOR, shall reduce retainage to five (5%) percent on the current and remaining estimates. The OWNER may reinstate up to ten percent withholding if the OWNER determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such withholding (such as work performed deteriorities).

CONTRACTOR'S Warranty of Title:

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

Review of Applications for Progress Payment:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the 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:

14.5.1 the Work has progressed to the point indicated,

14.5.2 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3 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.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that 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.

14.6 ENGINEER'S recommendation of any payment, including final payment, shall not mean that ENGINEER is 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 furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

14.7 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, or because of subsequent discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.7.1 The Work is defective, or completed work has been damaged requiring correction or replacement,

14.7.2 The Contract Price has been reduced by Written Amendment or Change Order,

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

14.7.4 ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive,

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5 claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work.

14.7.6 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.

14.7.7 there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.11 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

Substantial Completion:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER'S issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

Partial Utilization:

14.10 Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) 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, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

Final Inspection:

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

Final Application for Payment:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible 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.

Final Payment and Acceptance:

14.13 If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in

the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15 The making and acceptance of final payment will constitute:

14.15.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR'S continuing obligations under the Contract Documents; and

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

ARTICLE 15-SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1 At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

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

15.2.1 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

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

15.2.3 if CONTRACTOR disregards the authority of ENGINEER; or

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

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed the 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, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1 for 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;

15.4.2 for 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;

15.4.3 for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4 for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application of Payment within thirty days after it is submitted, or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

ARTICLE 16-DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17--MISCELLANEOUS Giving Notice:

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

Computation of Times:

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

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

Notice of Claim:

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

Cumulative Remedies:

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5 Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC 1

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SC 5.4

The limits of liability for the insurance required by paragraph 5.4 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

SC 5.4.1 and 5.4.2

Workers' Compensation, etc., under paragraphs 5.4.1. and 5.4.2. of the General Conditions.

- (1) State: Statutory.
- (2) Applicable Federal (e.g., Longshoreman's): Statutory.
- (3) Employer's Liability: \$500,000.

SC 5.4.3. 5.4.4. and 5.4.5

CONTRACTOR'S Liability Insurance under paragraphs 5.4.3. through 5.4.5. of the General Conditions, which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

- (1) General Aggregate (Except Products-Completed Operations) \$1,000,000.
- (2) Products-Completed Operations Aggregate \$1,000,000.
- (3) Personal and Advertising Injury (Per Person/Organization) \$1,000,000.
- (4) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.
- (5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
- (6) Excess Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$1,000,000

SC 5.4.6 Automobile Liability

- (1) Bodily Injury:
\$1,000,000 Each Person
\$1,000,000 Each Accident

Property Damage:
\$1,000,000 Each Accident

-or-

- (2) Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000 Each Accident

SC 5.4.10

The Contractual Liability coverage required by paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) General Aggregate \$1,000,000.

(2) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

SC 5.6 and 5.7

Amend the first sentence of paragraphs GC-5.6 and 5.7 by striking out "OWNER" and substituting "CONTRACTOR".

SC 5.8

Amend the first sentence of the General Conditions by deleting "by OWNER" and inserting "by CONTRACTOR".

SC 5.10

Delete paragraph 5.10 of the General Conditions in its entirety.

SC 5.11.2

Delete paragraph 5.11.2 of the General Conditions in its entirety.

SC 6.8.2

In section 6.8.2 of the General Conditions delete "Supplementary Conditions" where appearing, and substitute therefor "Contract Documents". Also, add to the end of this section the following:

CONTRACTOR shall not substitute any person as Subcontractor in the place of the Subcontractor listed in the original bid, except (i) if the listed Subcontractor's bid is later determined by the CONTRACTOR

to be non-responsible or nonresponsive or the listed Subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the OWNER for good cause shown by the CONTRACTOR. The terms, conditions, and requirements of each contract between the CONTRACTOR and a Subcontractor performing work under a subdivision or branch of work listed above shall incorporate by reference the terms, conditions, and requirements of the contract between the CONTRACTOR and the OWNER.

SPECIAL PROVISIONS

TOWN OF SUMMERVILLE MAST ARMS PROJECT

The Contractor's attention is directed to the following special provisions that are considered to be a part of this contract and that may be in addition to all other general and special requirements as may be contained within the bidding and contract requirements.

1. EQUIPMENT/MATERIALS: The contractor will purchase all equipment/materials for the project. Equipment shall be by Valcom as shown on the plans. The Contractor will be responsible for all offloading of delivered owner furnished equipment and materials, their storage, the designated delivery schedule, damage due to carelessness of offloading and the security of said deliveries.

Equipment/Materials being furnished by Owner and installed by Contractor:

A. Mast Arm Assemblies and all appurtenances

2. FOUNDATION DESIGN: Representatives from Valmont shall provide foundation designs for each pole. Contractor shall coordinate design services with Valmont representatives. **Contractor is responsible for soil tests to aid in foundation design.**
3. COMPLETION TIME: Work will be commenced on the date stipulated on the Notice to Proceed and shall be complete within 180 consecutive days.
4. LIQUIDATED DAMAGES: Should the Contractor exceed any of the time limitations as set forth above, liquidated damages shall be assessed against the Vendor at a rate of \$500.00 per day.
5. EXISTING SITE CONDITIONS: The Contractor shall satisfy himself as to the existing site conditions prior to bidding the project. The Contractor shall be responsible for maintaining a workable site condition during the execution of this contract. The contractor shall be responsible for restoring all disturbed areas to original or satisfactory conditions as approved by the Owner. Reasonable care shall be taken during construction to avoid damage to vegetation.
6. UNDERCUT IN UNSUITABLE MATERIAL: Prior to performing any undercut in areas with unsuitable material, the Contractor shall obtain from the Engineer a field order to perform the work. Following the removal of material, the Contractor shall verify the Engineer and Owner (prior to backfill) the lines and depths to which the undercut was performed.
7. All testing associated with the specifications for construction of the project shall be at the expense of the Contractor.

Town of Summerville Mast Arms Project
Town of Summerville, South Carolina
Special Provisions

7. AS-BUILTS: The Contractor is responsible for maintaining as-builts for all features. The as-builts will be reviewed in conjunction with processing the partial pay requests. Final as-builts including location of each utility feature, utilizing South Carolina grid coordinates, will be prepared by the Engineer based on accurate as-builts provided by the contractor. The contractor shall provide accurate as-builts including location of all foundations, poles, junction boxes, directional bores, etc. Final payment will not be processed until final as-builts have been submitted and accepted.
8. STAKE OUT: The Contractor shall be responsible for initial stake out associated with this project. All subsequent stake out shall be the responsibility of the Contractor. Control points are provided and are shown on the plans. Any questions shall be brought to the attention of the Engineer.
9. SEEDING: All areas disturbed during construction shall be seeded in accordance with the specifications. Any and all areas disturbed outside of the designated limits shall be seeded at the Contractor's expense.
10. DISCREPANCIES, INCONSISTENCIES, AND AMBIGUITIES: Any discrepancies found between the DRAWINGS, OWNER'S SPECIFICATIONS, ENGINEER'S SPECIFICATIONS, and site conditions or any inconsistencies or ambiguities in the DRAWINGS or OWNER'S SPECIFICATIONS or the ENGINEER'S SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.
11. SUBMITTALS: Project submittals shall be submitted to engineer at least (1) week prior to preconstruction meeting. Work shall not commence until after preconstruction meeting.
12. NONRESIDENT TAXPAYERS: If the bidder is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the bidder acknowledges and understands that in the event he is awarded a contract, bidder shall submit a Nonresident Taxpayer Registration Affidavit (State Form #1-312-6/99) to the Town of Summerville Purchasing Department before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-8-550 (A)(B)(C) of S.C. Code of Laws (1976) as amended and referenced below.

Town of Summerville Mast Arms Project
Town of Summerville, South Carolina
Special Provisions

SECTION 12-8-550. *Withholding for nonresident temporarily conducting business or performing personal services; exemption; revocation of exemption.*

- (A) *A person hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within this State shall withhold two percent of each payment in which the South Carolina portion of the contract exceeds or could reasonably be expected to exceed ten thousand dollars. This section does not apply to a nonresident which registered with the Secretary of State or the Department of Revenue and by that registration agreed to be subject to the jurisdiction of the department and the courts of this State to determine its South Carolina tax liability, including withholding and estimated taxes, together with any related interest and penalties. Registering with the Secretary of State or the department is not an admission of tax liability nor does it require the filing of an income tax or franchise (license) tax return. If the person hiring, contracting, or having a contract with a nonresident obtains an affidavit from the nonresident stating that the nonresident is registered with the department or with the Secretary of State, the person is not responsible for the withholding.*
- (B) *The department may revoke the exemption granted by registering with the Secretary of State or the department if it determines that the nonresident taxpayer is not cooperating with the department in the determination of the nonresident taxpayer's correct South Carolina tax liability. This revocation does not revive the duty of a person hiring, contracting, or having a contract with a nonresident to withhold, until the person receives notice of the revocation.*
- (C) *This section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this State.*