

ADDENDUM FORM

Timberland Tank Ringwall Repairs
Mt. Crested Butte Water and Sanitation District
Mt. Crested Butte, Colorado

ADDENDUM NO. 1

August 28, 2026

TO: Prospective Bidders

FROM: HDR (Engineer)
202 Main Street, Suite 200
Grand Junction, CO 81501

OWNER: Mt. Crested Butte Water & Sanitation District
100 Gothic Road
P.O. Box 5740
Mt. Crested Butte, CO 81224

SUBJECT: Timberland Tanks 1 & 2
Timberland Tank Ringwall Repairs

This Addendum is part of the Bidding Documents and the Contract Documents and modifies the original Bidding Documents dated August 17, 2026, as indicated below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification for award of the associated Contract.

This Addendum consists of 256 pages and the attachments, if any, listed on the last page.



Mt. Crested Butte Water & Sanitation District

Timberland Tank Ringwall Repairs

Project Documents for BID Project Manual

Issue Date: August 17, 2026

HDR Project No.	10464492
District Project No.	102501



SECTION 00 01 07

SEALS AND SIGNATURES

Owner Name: Mt. Crested Butte Water & Sanitation District
Facility or Site Name: Timberland Tanks 1 & 2
Project Name: Timberland Tank Ringwall Repairs
Project or Contract Designation: 102501
Engineer: HDR

Richard Huggins, PE
License No. 52412



The seal and signature to the left applies to the following Specifications divisions and sections of this project manual:

- Project Manual Division 01

Travis McIntosh, PE
License No. 37764



The seal and signature to the left applies to the following Specifications divisions and sections of this project manual:

- Contract Drawings (All Pages)

Engineer's seal and signature does not apply to the documents that comprise Division 00, Bidding and Contracting Requirements.

It is a violation of applicable laws and regulations governing professional licensing and registration for any person, unless acting under the direction of the licensed and registered design professional(s) indicated above, to alter in any way the Specifications in this project manual.

END OF SEALS AND SIGNATURES

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DIVISION 00

PROCUREMENT AND CONTRACTING REQUIREMENTS



SECTION 00 11 13

ADVERTISEMENT FOR BIDS

Mt. Crested Butte Water and Sanitation District
Mt. Crested Butte, Colorado
Timberland Tank Ringwall Repairs

General Notice

The Mt. Crested Butte Water and Sanitation District (Owner) is requesting Bids for the construction of the following Project:

Timberland Tanks 1 & 2
Timberland Tank Ringwall Repairs
Project Number: 102501

Bids for the construction of the Project will be received at the Mt. Crested Butte Water & Sanitation District located at 100 Gothic Road, Mt. Crested Butte, CO 81225, or electronically at finance@mcbwsd.com with the subject title "Timberland Tank Ringwall Repairs Bid Enclosed" until September 3, 2026, at 5:00PM (MDT). At that time the Bids received will be "publicly" opened and read on September 4, 2026, at 8:00AM at 100 Gothic Road, Mt. Crested Butte, CO 81225.

The Project includes the following Work:

Rehabilitation of the Timberland Tank 2 ringwall includes demolition of the existing swale and concrete apron, foundation preparation, and placement of a new ringwall to reinforce the existing ringwall. The new ringwall includes encasement of existing valve stems within the new wall. Following installation of the ringwall, a concrete apron and replacement of the concrete swale shall be installed for positive drainage around the tank. Minor site grading, excavation, compaction, and backfill may be required to improve drainage around the tank.

Bids are requested for the following Contract: Timberland Tank Ringwall Repairs, Project Number: 102501

The Owner anticipates that the Project's total bid price will be approximately \$400,000. The Project has an expected duration of 35 days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be obtained at the following designated website:

<https://www.mcbwsd.com/timberland-tank-project>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a third-party plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with Addenda, lists of registered Bidding Documents holders, reports on the Site, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference for the Project will be held on Thursday August 26 from 1:00pm to 3:00pm at 100 Gothic Road, Mt. Crested Butte, CO 81225. Attendance at the pre-bid conference is encouraged but not required.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Specification Section 00 21 13 Instructions to Bidders that is included in the Bidding Documents.

This Advertisement is issued by:

Owner: Mt. Crested Butte Water & Sanitation District

By: Nicole Bogenschuetz, PE

Title: District Engineer

Date: August 17, 2026

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS
FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use, nor does it grant or confer ownership or any property interest in the Bidding Documents and other documents distributed for the Project. Authorization to download documents, or other distribution, includes the right for Bidding Documents holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the Bidding Documents holder pays all costs associated with printing or reproduction. Paper or other types of printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a Bidding Documents holder and obtain complete sets of Bidding Documents, in the format stated in the Advertisement or invitation to bid. Bidders may rely that sets of Bidding Documents obtained from the Owner are complete, unless an omission is blatant. Registered Bidding Documents holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as Bidding Documents holders with the Owner. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other such sources (such as other prospective bidders), or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to prospective Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor any bidder's or the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
 - A. Written evidence establishing qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state (or other) contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidders shall be experienced in the kind of Work to be performed, shall have the or be able to obtain construction equipment necessary for the Work, and shall possess sufficient capital to properly perform the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show and document to Owner's satisfaction that Bidder has the necessary ability, facilities, equipment, and resources to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the times specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-bid conference does not alter the Bidding Documents. Owner or Issuing Office will issue Addenda to make any changes to the Bidding Documents that result

from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents, including in Specifications Section 01 11 00 – Summary of Work. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any prospective Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Underground Facilities:* Underground Facilities are not shown or indicated on the Drawings, and are not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are the Bidder's responsibility using 811 Colorado to call in locates prior to Work.

5.03 *Other Site-Related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A of these Instructions to Bidders, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. U.S. Forest Service Special Use Permit (GUN1859)
2. U.S. Forest Service Operation and Maintenance Plan (GUN1859 – APPENDIX A)
3. Geotechnical Study Report (CMT, June 16, 2026)
4. Geotechnical Design Memorandum (CMT, August 13, 2026)

Owner will make digital copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled following the pre-bid conference. Maps, directions, or GPS coordinates to the Site, when the Site is remote from the pre-bid conference location, will be available at the pre-bid conference.
- B. Bidders visiting the Site are required to: (1) arrange their own transportation to the Site; and (2) each Bidder visiting the Site is responsible for providing and using its own personal protective equipment appropriate for the Site and conditions, and in accordance with posted requirements, if any. At minimum, each visitor to the Site should have appropriate work attire and closed-toe shoes. Comply with Paragraph 5.05 of these Instructions to Bidders.
- C. All access to the Site, other than during a regularly scheduled Site visit, must be coordinated through the following Owner or Engineer contact for visiting the Site: Nicole Bogenschuetz at nbogenschuetz@mcbwsd.com. Bidder must conduct the required Site visit during normal working hours, Mondays through Fridays.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be indicated in the Supplementary Conditions. Where the Bidding Documents indicate an Owner's safety program, visitors to the Site during the bidding phase and at other times shall comply with Owner's safety programs.

5.06 *Other Work at the Site*

- A. Reference is made to Specifications Section 01 11 00 – Summary of Work, or the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other potentially confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will complete and submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Successful Bidder (as Contractor) will make similar express representations and certifications when it signs the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
 - Nicole Bogenschuetz, PE
District Engineer
Mt. Crested Butte Water & Sanitation District
100 Gothic Road, Mt. Crested Butte, CO 81225
970-349-7575 x107
nbogenschuetz@mcbwsd.com
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all Bidding Documents holders registered with the Issuing Office. Questions received less than three days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Bidding Documents.
- 7.05 Addenda that engineer judges to have a material or significant effect on Bidders’ preparation of pricing and other requirement element of the Bid will be transmitted via Addendum for Bidders’

receipt not less than three days prior to the scheduled date for receipt of the Bids. Clarifications or modifications that Engineer deems will not have a material or substantial effect on the preparation of Bids may be transmitted for Bidders' receipt later, for receipt prior to the deadline for receipt of Bids.

ARTICLE 8—BID SECURITY

8.01 *Required Form and Amount of Bid Security*

- A. A Bid must be accompanied by bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.
- B. Such bid bond will be issued in the form included in the Bidding Documents.

8.02 *Bid Security of Successful Bidder*

- A. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has signed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Successful Bidder's bid security will be released.
- B. If the Successful Bidder fails to sign and deliver the Contract and furnish the required Contract security within the number of days, indicated in Paragraph 20.01 of these Instructions to Bidders, after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- C. Upon Successful Bidder's default:
 - 1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due Owner.
 - 2. When the bid security is a damages form of bid bond, to the extent of Owner's damages will be forfeit and due Owner.
 - 3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the Bidding Documents. Owner will notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
- D. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 *Bid Security of Bidders other than the Successful Bidder*

- A. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 30 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.
- B. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
- C. Release of Bid Security: Owner may release any Bidder's bid security by returning such bid security to the associated Bidder. When bid security is in the form of a bid bond, Owner may

dispose of or destroy the bid bond and so advise the associated Bidder in writing that the bid bond has been released.

ARTICLE 9—CONTRACT TIMES

- 9.01 Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions to Bidders. Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that Successful Bidder will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. If applicable, include the following: Bidder must also set forth in the Bid its commitments regarding achievement of Milestones and readiness for final payment.
- 9.02 Provisions for liquidated and special damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials, equipment, and procedures specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items or procedures. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment or procedure, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents and will perform the Work in accordance with procedures indicated in the Bidding Documents, as supplemented by Addenda, if any. Assumptions regarding the possibility of post-bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so in the Specifications or elsewhere in the Bidding Documents. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should not submit a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder, so requested by Owner or Engineer, must submit to Owner (with a copy to Engineer) a list of the Subcontractors and Suppliers proposed for portions of the Work within five days after the bid opening:
- A. Concrete Supplier and/or Subcontractor.
- 11.03 If requested by Owner or Engineer, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case

apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and awarding the Contract.

- 11.04 If apparent Successful Bidder declines to make a requested substitution, Owner may award the Contract to another Bidder, consistent with the basis for evaluating the Bids for award as set forth in these Instructions to Bidders, that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to issuance of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8.5inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be signed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be signed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be signed by an authorized representative of each joint venture in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.

- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be indicated on the Bid Form.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate, unbound copy of the Bid Form, and, where required, the Bid Bond Form and other supplements to the Bid Form. The unbound copy of the Bid Form and supplements (if any) is to be completed and submitted with the Bid security and the other documents required with the Bid by Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery method, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement or invitation to bid. If a Bid is sent electronically to finance@mcbwsd.com, the Bid subject line must be titled "Timberland Tank Ringwall Repairs Bid Enclosed".
- 14.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened. Owner accepts no responsibility for delays in returning Bids submitted or delivered to the incorrect location.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly signed in the same manner that a Bid must be signed and delivered to the place where Bids are to be submitted, prior to the

date and time established in the Bidding Documents for the receipt of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 of this Article and submit a new Bid prior to the date and time for established in the Bidding Documents the receipt of Bids.
- 15.03 If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the bid security will be returned.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement or invitation to bid and, unless obviously non-responsive, will be read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. Owner may reject the Bid of any Bidder that fails to demonstrate appropriate qualifications, experience, and resources for the Work, in accordance with Article 3 of these Instructions to Bidders.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 *Basis for Award of Contract*
 - A. Owner reserves the right to award the Contract to the Bidder determined by Owner to be in Owner's best interest, regardless of whether such Bid is the lowest-priced Bid received.
- 18.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or elsewhere in the Bidding Documents, or prior to the Notice of Award.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications, experience, and resources of the Bidder and may consider the qualifications, experience, and resources of

Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner, with or without Engineer's assistance, may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Paragraph 2.01 and Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, set forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the signed Agreement to Owner (or Owner's representative), it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8 ("Bid Security") of these Instructions to Bidders addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unsigned counterparts of the Agreement, along with the other Contract Documents as identified in the Agreement. Within 7 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and required bonds and insurance documentation (as required by the Contract Documents) to Owner. Within 7 days thereafter, Owner will deliver one fully signed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is exempt from COLORADO state sales and use taxes on materials and equipment to be incorporated in the Work (MCBWSD Tax ID: 09802427). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

SECTION 00 41 13

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Mt. Crested Butte Water & Sanitation District
100 Gothic Road, Mt. Crested Butte, CO 81225
(970) 349-7575

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- D. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any unit prices indicated in Paragraph 3.02:

- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$
--------------------	----

B. Bidder acknowledges that:

- 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. The estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before November 4, 2026, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2026.
- 4.03 Bidder agrees that the Work will be substantially complete within 35 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 50 calendar days after the date when the Contract Times commence to run.
- 4.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60]days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Bidder's Address for giving notices:

Bidder's Contact Person:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

Section 00 43 14

BID BOND DAMAGES FORM

Bidder Name: [Full formal name of Bidder] Address <i>(principal place of business)</i> : [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: Mt Crested Butte Water & Sanitation District Address: 100 Gothic Road PO Box 5740 Mt. Crested Butte, CO 81225	Bid Project <i>(name and location)</i> : [Owner project/contract name, and location of the project] Bid Due Date: [Enter date bid is due]
Bond Bond Amount: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 45 13 QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		☐ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	

Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s)

that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 4—FINANCIAL

- 4.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:		☐ Attached	
Date of Business's most recent audited financial statement:		☐ Attached	
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 5—SURETY INFORMATION

- 5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			

Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 6—INSURANCE

- 6.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—CONSTRUCTION EXPERIENCE

- 7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 7.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			

Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No
Been released from a bid in the past 5 years? ☐ Yes ☐ No
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 7.03 List all projects currently under contract in Schedule A and provide indicated information.
- 7.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 8—REQUIRED ATTACHMENTS

- 8.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Certification of Business's safety performance if required by Paragraph 3.02.
 - C. Financial statements as required by Paragraph 4.01.
 - D. Attachments providing additional information as required by Paragraph 7.02.
 - E. Schedule A (Current Projects) as required by Paragraph 7.03.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 7.04.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 7.05.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

SECTION 00 52 13
~~DRAFT~~ AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Mt Crested Butte Water & Sanitation District ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Rehabilitation of the Timberland Tank 2 ringwall includes demolition of the existing swale and concrete apron, foundation preparation, and placement of a new ringwall to reinforce the existing ringwall. The new ringwall includes encasement of existing valve stems within the new wall. Following installation of the ringwall, a concrete apron and replacement of the concrete swale shall be installed for positive drainage around the tank. Minor site grading, excavation, compaction, and backfill may be required to improve drainage around the tank.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Timberland Tank 2 Ringwall Repairs.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained HDR Engineering Inc. 202 Main St. Suite 200. Grand Junction, CO 81501 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before November 4, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2026.

4.03 *Contract Times: Days*

A. Not Used

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: Tank Ringwall Complete/Refill Tank, October 15, 2026
2. Milestone 2: Final Grading/Demobilize, November 4, 2026

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$810.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner \$810.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement, to the extent permitted by law.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement to the extent permitted by law, and are otherwise in the alternative and in lieu of the liquidated damages identified in Paragraph 4.05.

4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract and to the extent permitted by law.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 5 percent of the value of the Work completed (with the balance being retainage).

~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work~~

~~remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 2% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent Practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Section 00 61 13.13 PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business]
Owner Name: Mt. Crested Butte Water & Sanitation District Address 100 Gothic Road P.O. Box 5740 Mt. Crested Butte, CO 81225	Contract Description <i>(name and location)</i> : [Owner's project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None

Section 00 61 13.16
PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (principal place of business): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: Mt. Crested Butte Water & Sanitation District Address 100 Gothic Road P.O. Box 5740 Mt. Crested Butte, CO 81225	Contract Description (name and location): [Owner's project/contract name, and location of the project] Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

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

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

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

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

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

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

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

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

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

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

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

6.03 *Contractor's Insurance*

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

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

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

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

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

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

7.06 Substitutes

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

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

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

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

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

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

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

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

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

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

11.02 *Change Orders*

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

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

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

11.09 *Change Proposals*

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

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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

c. *Construction Equipment Rental*

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

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
 - 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

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

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

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

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

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

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

15.01 Progress Payments

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

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

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

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

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

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

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

16.04 *Contractor May Stop Work or Terminate*

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

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

SECTION 00 73 01
~~DRAFT~~ SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS

OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms, if any, used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The paragraph address system used in these Supplementary Conditions is the same as the paragraph address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

~~SC 1.01.A.16—Add the following to Paragraph 1.01.A.16:~~

~~When the Project is to be constructed under multiple direct Contracts awarded by the Owner, the term "Contractor" shall mean the appropriate prime contractor. Whenever a specific prime Contractor is referred to, terms such as "General Contractor", "Electrical Contractor", "Plumbing Contractor", "HVAC Contractor", or other appropriate Contract-indicating term will be used.~~

SC-1.01.A.40 Add the following to Paragraph 1.01.A.40:

Trucking, shipping, delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add the following to Paragraph 1.01.A.45:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

ARTICLE 2—PRELIMINARY MATTERS

No Supplementary Conditions in this Article.

~~2.01—Delivery of Bonds and Evidence of Insurance~~

~~SC-2.01—Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:~~

~~B.—Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out~~

~~(redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.~~

~~2.02—Copies of Documents~~

~~SC-2.02—Amend the first sentence of Paragraph 2.02.A to read as follows:~~

~~Owner shall furnish to Contractor one paper copy of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).~~

~~SC-2.02—Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:~~

~~A. Owner shall furnish to Contractor one paper copy of conformed Contract Documents incorporating and integrating all Addenda and amendments, if any, negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional paper copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.~~

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

~~SC-3.01—Delete Paragraph 3.01.C in its entirety.~~

SC-3.01 Add the following new paragraphs immediately after Paragraph 3.01.GE:

HF. The Specifications and other verbal components of the Contract Documents may vary in form, format, and style. Some Specification sections are written in varying degrees of streamlined or declarative style and some Specifications sections may, in comparison, employ a more-narrative style. Omissions of such words and phrases as "Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined language in the Contract Documents. Omitted words and phrases are incorporated by inference. Similar types of provisions may appear in various parts of a Specifications section or elsewhere in the Contract Documents. Contractor shall not attempt to take advantage of any variation of form, format or style in Change Proposal(s) and Claim(s).

IG. Cross referencing of Specification sections in a Specifications section's heading "Related Sections includes, but are not necessarily limited to: "and elsewhere within each Specifications section is provided as an aid and convenience to Contractor. Contractor shall not rely on cross referencing indicated and is responsible for coordinating the entire Work and providing a complete Project whether or not cross referencing is provided in each Specifications section or whether or not cross referencing is complete.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05.C Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work on the critical path at the time of the delay.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.5 inches per hour of precipitation (as rain equivalent, based on the snow/rain conversion indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days.
 - ii) Snowfall at the job site greater than 10 inches in a single occurrence.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 0 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 100 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the Butte SNOTEL Site (Site Number 380) with a location of 38.89435, -106.95327.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in Table SC-4.05.C-1—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in Table SC-4.05.C-1—Foreseeable Bad Weather Days, will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

Table SC-4.05.C-1—Foreseeable Bad Weather Days

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) ⁽¹⁾	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
August	1	0	0
September	1	1	0
October	1	1	0
November	1	6	0
December	1	19	0
Notes: ¹ Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

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

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Geotechnical Study	June 16, 2026	Geotechnical Baseline Report
Clarifications to Geotechnical Study	August 13, 2026	Specific ringwall geotechnical information.

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: ~~If there are no such drawings, edit this paragraph to indicate that, and delete the table.~~

Drawings Title	Date of Drawings	Technical Data
Additions to Water Storage Facility	April 1981	Original Design Drawings

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at 100 Gothic Road, Mt. Crested Butte, CO 81225~~[location]~~ during regular business hours, or may request copies from Engineer.

SC-5.04.A Add the following new paragraph immediately after Paragraph 5.04.A.4:

5. Contractor encounters human remains, recognizes the existence of burial markers, archaeological sites, historical sites, artifacts of potential archaeological or historical interest, or wetlands not shown or indicated in the Contract Documents, Contractor shall immediately cease operations that may disturb such area(s) and secure the adjacent Work; and Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations (Contractor shall continue to suspend such operations until otherwise instructed by Owner but shall continue with all other operations that do not affect those remains or features);

~~SC-5.03 and~~

~~SC-5.04 — Delete in their entirety Paragraphs 5.03 and 5.04. Provisions on subsurface and physical conditions at the Site, and differing subsurface or physical conditions, are in Specifications Section 02-06.13—Geotechnical Baseline Report.~~

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. No known reports to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely exist.
5. No known drawings to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely exist.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to one year after Substantial Completion.

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been

accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

~~SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:~~

~~3. For the following Subcontractors, Suppliers, or categories of Subcontractor or Supplier, Contractor shall require the following specified insurance, with policy limits as stated.~~

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. ~~Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, and umbrella or excess liability policies must include as additional insureds (in addition to Owner and Engineer) the following: Subcontractors and Suppliers.~~
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$ 5 200,000
Each employee	\$ 5 200,000
Policy limit	\$ 5 200,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 25 ,000,000
Products—Completed Operations Aggregate	\$ 1,500 ,000
Bodily Injury and Property Damage—Each Occurrence	\$ 12 ,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$ 12 ,000,000
Property Damage	
Each Accident	\$2,000,000
{or}	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$ 25 ,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. ~~If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or~~

~~excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.~~

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

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

SC-6.04 Supplement Paragraph 6.04 with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. Be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
 2. Cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 3. Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
 4. Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the

premises of a manufacturer or Supplier). ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].~~

5. Extend to cover damage or loss to insured property while in transit. ~~If this coverage is subject to a sublimit, such sublimit will be a minimum of \$[amount].~~
6. Allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. Allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. Include performance/hot testing and start-up, if applicable.
9. Be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. Include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
11. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$10,000.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

~~SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:~~

- ~~H. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.~~
- ~~1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of not more than \$[number] for direct physical loss in any one occurrence.~~

SC-6.04 Delete Paragraph 6.04.A and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:

- a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
 3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
 4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.02 *Supervision and Superintendence*

SC-7.02 Add the following to Paragraph 7.02, following Paragraph 7.02.B:

- C. Unless Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 AM to 6:00 PM, Monday through Friday.
2. Owner's legal holidays during construction are as follows: Labor Day, Veterans Day.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday and Saturday upon request to Owner. Contractor will not perform Work on a Sunday or any legal holiday." The balance of Paragraph 7.03.C remains unchanged except for the foregoing.

~~SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:~~

- ~~C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.~~

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of overtime (premium) pay and other expense incurred by Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services,

occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

~~SC-7.03 Add the following new subparagraph immediately after Paragraph SC-7.03.D:~~

7.10 Taxes

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado ~~[name of state or jurisdiction where the Site is located]~~ and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of materials and equipment to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools or machinery, construction equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.11 Laws and Regulations

SC-7.11 Add the following new paragraph immediately after Paragraph 7.10.C:

- D. Refer to Article SC-19 for Laws and Regulations that, by terms of said Laws and Regulations, are to be included in the Contract Documents. The failure to include in Article SC-19 any Law or Regulation applicable to the performance of the Work does not diminish Contractor's responsibility to comply with all Laws and Regulations applicable to the performance of the Work.

7.14 Hazard Communication Programs

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

- B *Single Prime Contract*: Contractor shall be responsible for coordinating exchange of 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 and Regulations. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of employers on the Site.

SC-7.16.E.1 Delete in its entirety Paragraph 7.16.E.1.b, and replace with the following:

- b. Engineer will provide timely review of such Submittals in accordance with the Schedule of Submittals accepted by Engineer. When Engineer deems such Submittals to be not in conformance with the Contract Documents, Engineer will furnish to Contractor written indication of such non-acceptance. When such Submittals are acceptable, Engineer's acceptance will be indicated in accordance with Specifications Section 01 33 00 – Submittal Procedures.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

13.01 *Cost of the Work*

SC-13.01.B.5.c.(1) Supplement Paragraph 13.01.B.5.c.(1) by adding the following subparagraphs:

- a) Prior to commencing Work at the Site, submit to Owner, through Engineer, copies of the equipment rental agreements for Owner’s approval.
- b) Should Contractor perform Work using rented construction equipment or machinery without Owner’s written approval of the associated rental agreement and the parties subsequently disagree on the applicable rental rates, use of such construction equipment and machinery will be compensated on the basis of the rental rate book indicated in Paragraph SC-13.01.B.5.c.(2).
- c) When the rental rate book is used basis for determining compensation for construction equipment and machinery leased from a rental firm, the hourly rate for such equipment shall be determined in accordance with Paragraph 13.01.B.5.(2) of the General Conditions.

SC-13.01.B.5.c.(2) Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract must be approved by the Owner.

SC-13.01.B.5.c Supplement Paragraph 13.01.B.5.c by adding the following subparagraphs:

- 4) *Inactive Equipment and Machinery*: Rental of construction equipment and machinery shall cease when the use thereof is no longer necessary for the Work. Periods of inactivity for such construction equipment or machinery will not be compensable unless agreed upon in writing by Owner, unless the costs of disassembly, removal, transportation, reassembly, and remobilization, as submitted to and accepted by Owner (with advice of Engineer) would exceed the cost of continuing to rent the item(s) during the period(s) of inactivity. Contractor is responsible for obtaining Owner's written approval for compensation for construction equipment and machinery for periods of inactivity. Owner is not responsible for retroactively approving such inactivity. "Period of inactivity" for such items includes periods when the construction equipment or machinery is not used or necessary for the logical and efficient progression of the Work, or when other, available equipment or machinery is suitable for performing the given task.
- 5) *Condition of Equipment and Machinery*: Construction equipment and machinery will be compensable only for serviceable construction equipment and machinery capable of efficiently performing its intended function at the Site. Construction equipment and machinery not in compliance with this Paragraph SC-13.01.B.5.c.5) is not eligible for compensation.
- 6) *Capped Compensation*: Compensation paid Contractor for a given item of Contractor-owned construction equipment or machinery will be capped at, and shall not exceed, the comparable purchase price of such item of equal or comparable capacity and capability.

SC-13.01.C.2 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means items in one or more of the following categories: (1) Items that are ordinarily required for the performing worker's job function, including but not limited to equipment which ordinarily has no associated licensing, insurance, or substantive storage costs; such as hammers, wrenches, socket tools, manual saws, power saws, chainsaws, common power tools, impact drills, threaders, benders, transits and theodolites and related equipment, and other tools transportable by hand, regardless of ownership of such items; (2) Items such as gang-boxes, ladders, hand carts and similar wheeled items manually operated by workers, extension cords, and similar items; (3) common testing equipment such as insulation testers (megger-testing equipment), amp meters, gas detectors, pressure gauges, and similar items; (4) A purchase price (if purchased new, at retail) of \$500, although such limit is not absolute, and certain items may be deemed by Owner or Engineer as "small tools or hand tools" (and not eligible for compensation) even though such item may have a purchase price greater than the amount indicated in this Paragraph 13.01.C.2.

SC-13.03—Delete Paragraph 13.03.E in its entirety and insert the following in its place:

~~E.—Adjustments in Unit Price~~

- ~~1.—Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - ~~a.—the extended price of a particular item of Unit Price Work amounts to ten percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than ten percent from the estimated quantity of such item indicated in the Agreement; and~~
 - ~~b.—Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~~~
- ~~2.—The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~
- ~~3.—Adjusted unit prices will apply to all units of that item.~~

~~E.—Adjustments in Unit Price~~

- ~~1.—Contractor or Owner shall be entitled to an adjustment in the unit price if the quantity on an individual bid item extends or fails to achieve ten percent of the estimated quantity at the time of Contract formation plus any additions or deletions included in change orders to the contract.~~
- ~~2.—The adjusted unit price will apply only to all units installed for that bid item.~~

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

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01—Add the following new Paragraph 15.01.F:

- ~~F.—For contracts in which the Contract Price is based on the Cost of Work plus a fee, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.~~

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined by Engineer not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer or other entity retained by Owner, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08.G Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in Paragraph SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be 1 year after the date of Substantial Completion established in Engineer's certificate of Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 *Governing Law/Jurisdiction/Venue*

- A. This Agreement shall be governed and construed in accordance with the laws of the state of Colorado. The state courts located in Gunnison County, Colorado shall have exclusive jurisdiction and be the exclusive venue for any and all actions arising out of or relating to this Agreement.

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02.

SC-17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the substantially prevailing party shall be entitled to an award of its attorneys' fees and costs incurred in the final resolution proceedings.

ARTICLE 18—MISCELLANEOUS

~~18.08—Assignment of Contract~~

~~SC-18.08—Add the following new paragraph immediately after Paragraph 18.08.A:~~

- ~~B.—The contract between Owner as “buyer” and Contractor as “seller” for procurement of goods and special services (“procurement contract”) will be assigned to Contractor by Owner, and~~

~~Contractor will accept such assignment. A form documenting the assignment is attached as an exhibit to this Contract.~~

- ~~1. This assignment will occur on the Effective Date of the Contract, and will relieve the Owner as "buyer" from all further obligations and liabilities under the procurement contract.~~
- ~~2. Upon assignment, the "seller" will be a Subcontractor or Supplier of the Contractor, and Contractor will be responsible for seller's performance, acts, and omissions, as set forth in Paragraph 7.07 of the General Conditions just as Contractor is responsible for all other Subcontractors and Suppliers.~~
- ~~3. Notwithstanding this assignment, all performance guarantees and warranties required by the procurement contract will continue to run for the benefit of the Owner and, in addition, for the benefit of the Contractor.~~
- ~~4. Except as noted in the procurement contract, all rights, duties and obligations of Engineer to "buyer" and "seller" under the procurement contract will cease upon the assignment to Contractor.~~

SC-18.11 Add a new paragraph immediately after Paragraph 18.10:

SC-18.11 *Confidential Information*

- A. All Drawings, Specifications, technical data, and other information furnished to Contractor either by Owner or Engineer or developed by Contractor or others in connection with the Work are, and will remain, the property of Owner or Engineer, and shall not be copied or otherwise reproduced or used in any way except in connection with the Work, or disclosed to third parties or used in any manner detrimental to the interests of Owner or Engineer.
- B. The following information is not subject to the above confidentiality requirements:
 1. information in the public domain through no action of Contractor in breach of the Contract Documents; or
 2. information lawfully possessed by Contractor before receipt from Owner or Engineer; or
 3. information required to be disclosed by Laws or Regulations, or by a court or agency of competent jurisdiction. However, in the event Contractor shall be so required to disclose such information, Contractor shall, prior to disclosure, provide reasonable notice to Owner and Engineer, who shall have the right to interpose all objections Owner may have to the disclosure of such information.

SC-18.12 Add a new paragraph immediately after Paragraph 18.11, to read as follows:

SC-18.12 *Publicity*

- A. Contractor shall not disclose to any third party the nature of its Work on the Project, nor engage in publicity or public media disclosures with respect to the Project without the prior written consent of Owner.

SC-19 Add new article immediately after Article 18, to read as follows:

ARTICLE SC-19 – STATUTORY REQUIREMENTS

SC-19.01 This article contains portions of certain Laws or Regulations which, by provision of Laws or Regulations, are required to be included in the Contract Documents. The matters addressed in this Article SC-19 may not be complete or current. Contractor's obligation to comply with all Laws and Regulations is set forth in Paragraph 7.11 of the General Conditions.

SC-19.02 Pursuant to C.R.S. Section 24-91-103.6:

- A. The amount of money appropriated is equal to or in excess of the Contract amount.
- B. It is prohibited the issuance of any Contract modification, as defined in C.R.S. Section 24-101-301(10), or other form of modification or directive by Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by Owner that lawful appropriations to cover costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.
- C. For any form of modification or directive by Owner requiring additional compensable work to be performed, Owner must reimburse Contractor for Contractor's costs on a periodic basis for all additional directed work performed until a contract modification is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to Owner for the additional compensable work to be performed.

SC-19.03 In carrying out its obligations and activities under this Contract, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Owner. Contractor does not have any authority to bind Owner in any manner whatsoever. Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Owner. Nothing contained in this Contract shall constitute Contractor as being an employee of Owner, nor shall any employment relationship between Owner and Contractor be created by the terms hereof. Further, Contractor is obligated to pay all applicable federal, state and local taxes owed in relation to the services.

SC-19.04 Liability for claims for injuries to persons or property arising from the negligence of Owner, its boards, commissions, committees, offices, employees, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

SC-19.05 To the extent applicable, Contractor shall comply with C.R.S. § 8-17-101 regarding the employment of Colorado labor on the project, and to the extent Contractor can establish a waiver under that statute.

SECTION 00 91 13

ADDENDUM FORM

Timberland Tank Ringwall Repairs
Mt. Crested Butte Water and Sanitation District
Mt. Crested Butte, Colorado

ADDENDUM NO. [X]
[Month] [Day], [Year]

TO: Prospective Bidders

FROM: HDR (Engineer)
202 Main Street, Suite 200
Grand Junction, CO 81501

OWNER: Mt. Crested Butte Water & Sanitation District
100 Gothic Road
P.O. Box 5740
Mt. Crested Butte, CO 81224

SUBJECT: Timberland Tanks 1 & 2
Timberland Tank Ringwall Repairs

This Addendum is part of the Bidding Documents and the Contract Documents and modifies the original Bidding Documents dated [____], as indicated below. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification for award of the associated Contract.

This Addendum consists of [____] pages and the attachments, if any, listed on the last page.

ADDENDUM NO. [1] SEALS AND SIGNATURES

[insert licensee], PE License No. []	The seal and signature to the left applies to the changes made via this Addendum for the Work in the following divisions, sections, and Drawings of the proposed Contract Documents: • []. • [].
[insert licensee], PE License No. []	The seal and signature to the left applies to the changes made via this Addendum for the Work in the following divisions, sections, and Drawings of the proposed Contract Documents: • []. • [].
[insert licensee], PE License No. []	The seal and signature to the left applies to the changes made via this Addendum for the Work in the following divisions, sections, and Drawings of the proposed Contract Documents: • []. • [].

[insert licensee], PE License No. []	The seal and signature to the left applies to the changes made via this Addendum for the Work in the following divisions, sections, and Drawings of the proposed Contract Documents: • []. • [].
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Engineer's seal and signature does not apply to the documents, or changes thereto, that comprise Division 00, Bidding and Contracting Requirements, except for revisions to provisions of prior Addenda that modify the Specifications and Drawings.

It is a violation applicable laws and regulations governing professional licensing and registration for any person, unless acting under the direction of the licensed and registered design professional(s) indicated above, to alter in any way the proposed Specifications, Drawings, and Addenda for this Project.

CHANGES TO PRIOR ADDENDA

None

CHANGES TO INTRODUCTORY INFORMATION

[1].01 Document 00 01 10, Table of Contents: Delete the following:

43 27 76 Manually-Cleaned Process Liquid Strainers43 27 76-1

[1].02 Document 00 01 10, Table of Contents: Add the following:

43 27 73 Automatic Self-Cleaning Process Liquid Strainers43 27 73-1

CHANGES TO BIDDING REQUIREMENTS

None

CHANGES TO CONTRACTING REQUIREMENTS

None

CHANGES TO SPECIFICATIONS

[1].03 Section 01 14 16 - Coordination with Owner's Operations: In Paragraph 3.3.A, Table 01 14 16-A, delete the rows that indicate tie-in nos. 51 through 52, inclusive.

[1].04 Section 10 14 00 - Signage: In Table 10 14 00-C following Paragraph 2.5.C.5.b, delete the following rows:

Final Effluent Water	Strainer No. 3	Black	White
Final Effluent Water	Strainer No. 4	Black	White
Final Effluent Water	Strainer No. 5	Black	White

Final Effluent Water	Strainer No. 6	Black	White
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[1].05 Section 43 27 73 - Automatic Self-Cleaning Process Liquid Strainers: Add Section 43 27 73, Automatic Self-Cleaning Process Liquid Strainers, which is Attachment 1 to this Addendum.

[1].06 Section 43 27 76 - Manually-Cleaned Process Liquid Strainers: Delete this Section in its entirety.

CHANGES TO DRAWINGS

[1].07 Drawing D1, Equipment Building Partial Basement Demolition Plan and Section: Modify the Drawing as shown and indicated on attached Sketch SK AD[1].1.

[1].08 Drawing M3, Blower Building Partial First Floor Plan: Add the following note to the Drawing:

“NOTE:

1. GENERAL CONTRACTOR SHALL FURNISH NEW VFD FOR RETURN SLUDGE PUMP NO. 3. DELIVER NEW VFD TO LOCATION AT THE TREATMENT PLANT AS DESIGNATED BY OWNER.”

ATTACHMENTS

The items listed below and bound following this document’s “End of Addendum” designation, are part of this Addendum.

[1].09 New Drawings attachments hereto are as follows:

- Drawing M26 – Equipment Building Basement Plan.
- Replacement Drawing M6 – Blower Building First Floor Plan.

[1].10 Other attachments hereto are as follows:

- Attachment 1 – Specifications Section 43 27 73, Automatic Self-Cleaning Process Liquid Strainers.
- Sketches SK AD[1].1 through SK AD[1].3.

END OF ADDENDUM NO. [1]

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Location and description of Work and prior uses of the Site.
2. Construction Contracts for this Project.
3. Others retained by Owner for the Project.
4. Work by Owner.
5. Sequence and progress of Work.
6. Contractor's use of the Site.
7. Easements and rights-of-way.
8. Partial utilization by Owner.
9. Utility owners.

1.2 LOCATION AND DESCRIPTION OF WORK

- A. The Work is located in unincorporated Gunnison County near the Town of Mt. Crested Butte on Gunnison County Parcel 317700000193 which is a U.S. Forest Service (USFS) owned parcel. The Timberland Tanks and tank site are operated by and for the Mt. Crested Butte Water & Sanitation District under a Special Use Permit with the USFS. An aerial image of the tank site is below and a copy of the USFS Special Use Permit is available as outlined in Section 00 21 13.
1. Description of the permitted use area from Special Use Permit GUN1859: This permit covers 20.61 acres in the Sec. 13, T. 13 S., R. 85 W., 6TH PRINCIPAL MERIDIAN, SW1/4 Sec. 15, T. 13 S., R. 86 W., 6TH PRINCIPAL MERIDIAN, SW1/4 Sec. 24, T. 13 S., R. 86 W., 6TH PRINCIPAL MERIDIAN, Sec. 25, T. 13 S., R. 86 W., 6TH PRINCIPAL MERIDIAN, ("the permit area"), as shown on the map attached as Appendix B1, B2, B3, and B4. This and any other appendices to this permit are hereby incorporated into this permit.
- B. Access to the site is by way of a paved and gated easement along the boundary of Gunnison County Parcels 317724303048 and 317724303045 otherwise known as 192 Anthracite Drive, and 194 Anthracite Drive, Town of Mt. Crested Butte, CO 81225. An aerial image showing the tanks, access road, and adjacent parcels is below.



Figure 1. Aerial view of the Timberland Tanks 1 & 2 Sites.

- C. Work to be performed under this Contract includes, but is not limited to, rehabilitation of the Timberland Tank 2 ringwall including placement of a new ringwall around the existing ringwall, straightening and encasement of existing valve stems in the new wall, reorientation of the electrical conduit, excavation, compaction, and backfill as specified. The ringwall shall be capped with a concrete apron for positive drainage away from the tank. Site grading, concrete swale, and drainage improvements are required as is all other Work described in the Contract Documents.
- D. Contracting Method: The Project will be constructed under a single prime construction Contract.
- E. Hazardous Environmental Conditions:
 - 1. To the best of Owner's knowledge the site was undeveloped U.S. Forest Service land prior to installation of the Timberland Tank 1 & 2.

1.3 CONSTRUCTION CONTRACTS FOR THIS PROJECT

- A. Single Prime Construction Contract: The Contract requires all the Work for the Project not expressly allocated to Owner or others in the Contract Documents.

1.4 OTHERS RETAINED BY OWNER FOR THE PROJECT

- A. Engineer:

1. Engineer is identified in the Agreement.
 2. Engineer's responsibilities for the Project, relative to Contractor, are indicated throughout the Contract Documents.
 3. Whether the Engineer may furnish the services of a Resident Project Representative (RPR) for the Project is indicated in the Supplementary Conditions.
- B. Non-Professional Services Contracted by Owner: Owner will retain services of the following entities to perform the services indicated relative to the Project. Contractor shall coordinate and schedule the Work with, and cooperate with, the entities performing the following services for Owner.
1. Code-Required Special Inspections and Testing:
 - a. Owner has, or will, retain the services of a qualified testing laboratory to perform code-required testing and special inspections for the Work, in accordance with Section 01 45 33 - Code-Required Special Inspections and Procedures, and selected other provisions of the Contract Documents related to field testing.
 - b. Identification: Code-required special inspections retained by Owner will be performed by CMT Technical Services.
- C. Other Professional Services Contracted by Owner: Owner will retain services of the following entities to perform the services indicated relative to the Project. Contractor shall coordinate and schedule the Work with, and cooperate with, the entities performing the following services for Owner.
1. Geotechnical Special Inspector or Consultant:
 - a. Owner has, or will, retain the services of a qualified geotechnical engineering consultant to serve in the role, and have the responsibilities of, the "geotechnical special inspector or consultant" (and similar, derivative terms such as, "geotechnical consultant") relative to the Work, in accordance with Drawings.
 - b. Identification: Geotechnical special inspection and consulting services will be performed by CMT Technical Services.
 2. Concrete Special Inspector or Consultant:
 - a. Owner has, or will, retain the services of a qualified concrete inspector to serve in the role, and have the responsibilities of, the "concrete special inspector or consultant" relative to the Work, in accordance with Drawings.
 - b. Identification: Geotechnical special inspection and consulting services will be performed by CMT Technical Services.

1.5 WORK BY OWNER

- A. Owner will perform the following in connection with the Work:
1. Operate all existing valves, flow-control gates, pumps, equipment, and appurtenances that will affect Owner's operations or facility processes, unless otherwise specified or indicated.
 2. Owner will drain the tank level in Tank 2 following 48-hour notice from Contractor.
 3. Owner will acquire all permits required for Work.

1.6 SEQUENCE AND PROGRESS OF WORK

- A. Sequencing:
1. Incorporate sequencing of the Work into the Progress Schedule.
 2. Sequencing Requirements:
 - a. Tank offline by Owner.
 - b. Remove electrical conduit.
 - c. Demolition of existing concrete.
 - d. Foundation preparation, grading, and testing.
 - e. Concrete preparation including formwork and rebar.

- f. Concrete placement and subsequent material testing.
 - 1) Tie in existing valve stems into the ringwall.
 - g. After satisfactory concrete strength testing results, reinstall existing conduit then the tank will be placed back in service by Owner.
- B. Requirements for sequencing and coordinating with Owner's operations, including maintenance of facility operations during construction, and requirements for tie-ins and shutdowns, are in Section 01 14 16 - Coordination with Owner's Operations.

1.7 CONTRACTOR'S USE OF SITE

A. Use of Site - General:

- 1. Limits on Contractor's use of the Site are indicated on the Drawings and include disturbed footprint around tanks and asphalt access road.
- 2. Contractors shall share use of the Site with other contractors and others specified in Articles 1.3 through 1.6 (inclusive) of this Section.
- 3. Relocate stored materials and equipment that interfere with operations of Owner, other contractors, and others performing work for Owner.
- 4. No heavy equipment shall bear within 15 feet of the upper edge of retaining wall.

B. Owner will occupy the Site jointly with Contractor during construction for performance of Owner's typical operations. Coordinate with Owner in all construction operations to minimize conflicts between Contractor and Owner's employees and others under Owner's control.

C. Additional storage area available upon request at the Mt. Crested Butte Water Treatment Plant, 2 Prospect Drive, Crested Butte, CO 81225.

D. Vehicular Access and Parking

- 1. Contractor shall provide temporary signage on existing access roads, construction roads, walks, parking areas, and appurtenances necessary and required during the Project for use by Contractor, Owner and facility manager (if other than Owner) and entities for which they are responsible, and emergency vehicles.
- 2. Contractor shall make arrangement for offsite haul routes and shall comply with restrictions on haul routes imposed by authorities having jurisdiction and the Contract Documents.
- 3. The access gate shall remain closed and locked when site is not occupied.
- 4. All storage, light vehicle traffic, and parking shall remain on asphalt and hardened surfaces behind the access gate. If parking, unloading, and/or loading are required in the Town of Mt. Crested Butte's right-of-way on Anthracite Drive, comply with Town Code.
 - a. Contractor is allowed to use Owner's existing access roads, starting on the Effective Date of the Contract and after complying with other Contract requirements relative to starting the Work at the Site.
- 5. A temporary access road may be required to access the tank.
 - a. Temporary Access Roads in Areas Different from Permanent Pavement:
 - 1) Provide temporary access roads and parking areas adequate to support and withstand traffic loads during the Project. Locate temporary access roads and parking areas within the construction limits shown or indicated in the Contract Documents.
 - b. Removals: When no longer needed for the Project and prior to eligibility for final inspection:
 - 1) Remove temporary access roads, walks, and parking areas that are not intended for, or acceptable for, integration into permanent pavement. Return areas of temporary access roads, walks, and parking to preconstruction condition unless otherwise required by the Contract Documents.

E. Prohibitions:

- 1. Do not use the Site for the following:

- a. Conducting Contractor's business not related to the Project or other work for Owner.
- b. Overnight lodging or other, non-work use of the Site by workers or others for whom Contractor is responsible, whether housed in recreational vehicles, other vehicles, tents, quarters in field offices or Contractor-furnished temporary structures, or in work areas, is unacceptable.

1.8 EASEMENTS AND RIGHTS-OF-WAY

A. Easements and Rights-of-Way - General:

- 1. Easements and rights-of-way required for the permanent improvements included in the Work will be provided by Owner in accordance with the General Conditions and Supplementary Conditions.
- 2. Confine construction operations within the disturbed area as identified within the USFS Special Use Permit, public rights-of-way, easements obtained by Owner, and limits shown, and property for which Contractor has made arrangements directly with property owner(s).
- 3. Use care in placing construction tools, machinery and equipment, excavated materials, and materials and equipment to be incorporated into the Work to avoid damaging property and interfering with traffic.
- 4. Do not enter private property outside the construction limits without permission from the owner of the property.

1.9 PARTIAL UTILIZATION BY OWNER

A. Prior to Substantial Completion of the entire Work under the Contract, substantially complete the Work as follows:

- 1. Work indicted for Milestones (if any).
 - a. Milestone 1: Tank Ringwall Complete/Refill Tank
 - b. Milestone 2: Final Grading/Demobilization

1.10 UTILITY OWNERS

A. Utilities known to Engineer and that may have Underground Facilities or other facilities in the vicinity of the Work are:

- 1. Mt. Crested Butte Water & Sanitation District:
 - a. Water and Sewer Facilities
 - b. 100 Gothic Road, Mt. Crested Butte, CO 81225
 - c. Telephone: 970-349-7575
- 2. Gunnison County Electric Association:
 - a. Electrical Facilities
 - b. 37250 US Highway 50, Gunnison, CO 81230
 - c. Telephone: 970-641-3520
- 3. Atmos Energy:
 - a. Gas Facilities
 - b. 204 Sydney Street, Gunnison, CO 81230
 - c. Telephone: 866-322-8667
- 4. Spectrum:
 - a. Telephone and Internet Facilities
 - b. 632 Market Street, Suite E-2, Grand Junction, CO 81505
 - c. Telephone: 855-741-2243.

B. Utilities and their owners indicated in the Contract Documents are for Contractor's convenience. Neither Owner nor Engineer will be liable to Contractor or any utility owner for failure to indicate utility, its owner, or complete and correct contact information in the Contract Documents where Contractor's reasonable and ordinarily-exercised diligence would reveal the presence of the

utility and its owner. Nothing in the Contract mitigates Contractor's responsibilities under Laws and Regulations, including "call before you dig" regulations.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION



DIVISION 01

GENERAL REQUIREMENTS



SECTION 01 14 16
COORDINATION WITH OWNER'S OPERATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for coordinating with Owner's operations during the Project.
2. Requirements for tie-ins and shutdowns necessary to complete the Work without impact on Owner's operations except as allowed in this Specifications section.

B. Scope:

1. Contractor shall provide all labor, materials, equipment, tools, and incidentals shown, specified, and required to coordinate with Owner's operations during the Work in accordance with this Specifications section.
2. Except for shutdowns specified in this Specifications section, perform the Work such that Owner's facilities remain in continuous, satisfactory operation during the Project. Schedule and perform the Work such that the Work does not: impede Owner's production or processes, create potential hazards to operating equipment and personnel, reduce the quality of the facility's products or effluent, cause odors or other nuisances, does not affect the public health, safety, welfare, and convenience, and does not adversely affect the environment resulting in violation of Laws or Regulations.
3. Work not specifically addressed in this Specifications section or in referenced sections may, in general, be performed, to be completed within the Contract Times, at any time during regular working hours in accordance with the Contract Documents, subject to the requirements in this section.

C. Related Requirements: Include but are not necessarily limited to:

1. Section 01 11 00 – Summary of Work.

1.2 REFERENCES

A. Terminology:

1. Terminology indicated below are not defined terms and are not indicated with initial capital letters, but when used in this Specifications section have the meaning indicated below:
 - a. The term "Owner" is used throughout this section. When the facility is operated or managed by an entity other than Owner, references in this section to "Owner" as the operator or manager of the facility will be interpreted as referring to the facility manager.
 - b. A "shutdown" is when a portion of the normal operation of Owner's facility, whether equipment, systems, conduit (including piping and ducting), has to be temporarily suspended or taken out of service to perform the Work.
 - c. A "tie-in" is a connection of new Work to existing facilities, including connecting to existing conduits (including piping and ducting), electrical systems, structural elements, process/mechanical elements, and other physical connections. Some tie-ins may require that the tie-in be made without an associated shutdown.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Review construction procedures under other Specifications sections and coordinate Work that will be performed with or before the Work indicated in this Section.

B. Sequencing and Scheduling:

1. Refer to this Specifications sections articles on sequencing, tie-ins, and shutdowns.

1.4 SUBMITTALS

A. Informational Submittals: Submit the following:

1. Tank-Shutdown Submittal:
 - a. Prior to demolition of the existing ringwall, the water in the tank must be drained and the tank taken offline. Submit a written notification to the District that demolition is to commence and the tank must be drained and taken offline.
 - b. Furnish submittal to Engineer not less than 48 hours prior to the anticipated date the tank will be taken offline. The Owner will take the tank out of service.
2. Tank-In-Service Submittal:
 - a. After the concrete cure window has expired, and upon notification of satisfactory concrete strength testing results, the tank may be placed back into service. Submit a written notification to the District that the Tank is ready to be placed back in service and include relevant information on the remaining work to be completed as well as the staff, equipment, and supplies that will remain onsite during the completion of the Work. The goal of this submittal is to coordinate use of the site with the Owner.
 - b. Furnish submittal to Engineer not less than 5 days prior to the anticipated date the tank may be placed in service. The Owner will place the tank back in service.

1.5 GENERAL CONSTRAINTS

- A. Indicated in the Contract Documents are the sequence and shutdown durations, where applicable, for Owner's equipment, systems, and conduits (including piping and ducting) that are to be taken out of service temporarily for the Work. New materials and equipment may be used by Owner after the specified field quality control activities are successfully completed and the materials or equipment are substantially complete in accordance with the Contract Documents.
- B. The following constraints apply to coordination with Owner's operations:
 1. Operational Access: Owner's personnel shall have access to equipment and areas of the facility that remain in operation.
 - a. The small Timberland Tank will remain in service.
 - b. The pump station will remain in service.
 - c. The large Timberland Tank will be emptied and the Owner will take it out-of-service. Contractor shall coordinate with the Owner to schedule taking the tank out-of-service prior to the Contractor starting work on the concrete ringwall.

1.6 SEQUENCE OF WORK

- A. Perform the Work in the indicated sequence. Certain phases or stages of the Work may require working 24 hour days or work during hours outside of regular working hours.
- B. Sequence of work is identified in Section 01 11 00 – Summary of Work.

1.7 TIE-INS

- A. Tie-ins shall be in accordance with Table 01 14 16-A of this Specification section.
- B. Work that may interrupt normal operations shall be accomplished at times convenient to Owner unless otherwise indicated in the Contract Documents.
- C. If Contractor's operations cause an unscheduled interruption of Owner's operations, immediately re-establish satisfactory operation for Owner.

1.8 SHUTDOWNS

- A. Shutdowns shall be in accordance with Table 01 14 16-A of this Specifications section. Work requiring service interruptions for tie-ins shall be performed during scheduled shutdowns.
- B. Work that may interrupt normal operations shall be accomplished at times convenient to Owner unless otherwise indicated in the Contract Documents.

- C. If Contractor's operations cause an unscheduled interruption of Owner's operations, immediately re-establish satisfactory operation for Owner.
- D. Fines and Penalties Imposed by Authorities Having Jurisdiction:
 - 1. Unscheduled shutdowns or interruptions of continued safe and satisfactory operation of Owner's facilities that result in fines or penalties by authorities having jurisdiction shall be paid solely by Contractor if, in Engineer's opinion, Contractor did not comply with requirements of the Contract Documents, or was negligent in the Work, or did not exercise proper precautions in performing the Work and complying with applicable permits, Laws, and Regulations.
 - 2. Owner or Engineer may deduct as set-offs such amounts from payments due Contractor.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL PROVISIONS FOR COORDINATING WITH OWNER'S OPERATIONS

- A. Operation of Existing Systems and Equipment during the Work:
 - 1. Do not shut off or disconnect existing operating systems or equipment, unless accepted by Engineer in writing.
 - 2. Operation of existing systems and equipment will be by Owner unless otherwise specified or indicated.
 - 3. Where necessary for the Work, Contractor shall seal or bulkhead Owner-operated gates and valves to prevent leakage that may affect the Work, Owner's operations, or both.
 - 4. Provide temporary watertight plugs, bulkheads, and line stops as necessary and as required. After completing the Work, remove seals, plugs, bulkhead, and line stops to satisfaction of Engineer.
- B. Bypassing:
 - 1. Diversion of flows around treatment processes is not allowed.
- C. Performing the Work of this section constitutes Contractor's approval of underlying work and field conditions prevailing at the time of the Work.

3.2 PREPARATION

- A. Shutdowns - General Preparation:
 - 1. Coordinate shutdowns with Owner and Engineer.
 - 2. Submit shutdown planning Submittals and shutdown notification Submittals in accordance with this Specifications section's "Submittals" Article.
 - 3. Furnish at the Site, in close proximity to the shutdown and tie-in work areas, tools, materials, equipment, spare parts, both temporary and permanent, necessary to successfully perform the shutdown. Complete to the extent possible, prefabrication of piping and other assemblies prior to commencing the associated shutdown. Demonstrate to Engineer's satisfaction that Contractor has complied with such requirements before commencing the shutdown.
 - 4. Engineer shall have no duty to Contractor to advise Contractor of inadequate preparations by Contractor; Contractor is solely responsible for the means, methods, procedures, techniques, and sequences of construction.
- B. Shutdowns of Electrical Systems:
 - 1. Comply with Laws and Regulations, including the National Electric Code.
 - 2. Contractor shall lock out and tag circuit breakers and switches operated by Owner and shall verify that affected cables and wires are de-energized to ground potential before starting other Work associated with the shutdown.

3. Upon completion of shutdown Work, remove the locks and tags and advise Engineer or Resident Project Representative (RPR) that facilities are available for use.

TABLE 01 14 16-A

Owner Impact	Feature	Notification to Owner	Notice Required
Shutdown	Tank 2 Offline	Written Submittal	48 hours
Shutdown	Electrical Conduit	Verbal Notice	48 hours
Tie-In	Hinder valve access during to ringwall concrete placement	Verbal Notice	48 hours
Shutdown	Electrical Conduit in Service	Verbal Notice	48 hours
Shutdown	Tank 2 in Service	Written Submittal	5 days

END OF SECTION

SECTION 01 29 73

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements for the Schedule of values, including:
 - a. Applicability.
 - b. General provisions for Schedules of Values.
 - c. Format, organization, and content of Schedule of Values.
- B. Related Requirements: Include but are not necessarily limited to:
 - 1. Section 01 29 76 - Progress Payment Procedures.

1.2 PRICE AND PAYMENT PROCEDURES

- A. Schedule of Values and Payment – General:
 - 1. Contractor shall prepare and submit to Engineer for acceptance Schedule of Values that presents (as applicable): (a) an appropriate, detailed breakdown of the price of lump sum bid/pay items, and (b) an appropriate, detailed breakdown of the price of Work compensated on the basis of Cost of the Work plus a fee, and (c) lists bid/pay items of Unit Price Work. The total of all Work among the various bid/pay items shall equal the Contract Price.
 - 2. For each item of lump sum Work and Work compensated on the basis of Cost of the Work plus a fee, the Schedule of Values shall establish in detail the portion of the Contract Price allocated to each component of such Work.
 - 3. Upon request of Engineer, promptly furnish data and information that substantiates and supports the amounts indicated in the Schedule of Values.
 - 4. Submit preliminary Schedule of Values to Engineer for initial review. Contractor shall incorporate Engineer's comments into the Schedule of Values and resubmit to Engineer. Engineer may require corrections and re-submittals until Schedule of Values is acceptable.
 - 5. Schedule of Values may be used, where appropriate, as a basis for negotiating price of changes, if any, in the Work.
- B. Applicability:
 - 1. Lump Sum Work:
 - a. For Work paid on a lump sum basis, progress payments will be on the basis of Work performed in accordance with the Contract Documents, for each line item in the Schedule of Values, as recommended to Owner by Engineer.
 - 2. Work Compensated on the Basis of Cost of the Work Plus a Fee:
 - a. Such Work will be paid, based on Engineer's recommendation to Owner, based on documentation of eligible costs submitted by Contractor with progress payment requests, in accordance with the General Conditions (as may be modified by the Supplementary Conditions) and Section 01 29 76 – Progress Payment Procedures.
 - b. Schedule of Values accepted by Engineer will be used by Engineer in evaluating reasonableness of Contractor's progress payment requests.
 - c. While the actual Cost of the Work plus applicable fee for a given line item in the Schedule of Values may vary somewhat from the scheduled amount of such line item, where actual Cost of the Work (plus fee) for such line item differs substantially from the scheduled amount of such line item indicated in the Schedule of Values, Engineer may refuse to recommend further payment for such line item, in accordance with the Contract Documents.

- d. Nothing in the Schedule of Values accepted by Engineer changes the Guaranteed Maximum Price, if any.
- 3. Unit Price Work:
 - a. Breakdown of unit prices (whether in a Schedule of Values or elsewhere) into detailed cost or price components is not required.
 - b. Unit Price Work will be measured for payment in accordance with the Contract Documents.

1.3 ADMINISTRATIVE PROCEDURES

A. General Provisions for Schedules of Values:

- 1. This Section augments requirements for the Schedule of Values, indicated in the General Conditions, as may be augmented by the Supplementary Conditions.

1.4 SUBMITTALS

A. Informational Submittals: Submit the following:

- 1. Submit to Engineer the Schedule of Values.
- 2. Content of Schedule of Values Submittals shall be in accordance with this Section.
- 3. Timing of Submittals:
 - a. Preliminary Schedule of Values:
 - 1) Submit preliminary Schedule of Values within time limit indicated in the General Conditions.
 - b. Initial Acceptable Schedule of Values:
 - 1) Revise the preliminary Schedule of Values in accordance with Engineer's comments.
 - 2) Contractor will not be eligible for progress payment until acceptable Schedule of Values is submitted in accordance with the Contract Documents.
 - 3) Submit the Schedule of Values acceptable to Engineer in accordance with the General Conditions.
 - c. Updates: Submit updated Schedule of Values when:
 - 1) The Contract Price has changed.
 - 2) Requested by Engineer

1.5 FORMAT, ORGANIZATION, AND CONTENT OF SCHEDULE OF VALUES

A. Organization and Major Elements of Schedule of Values.

- 1. Prepare Schedule of Values on the "progress estimate" or "continuation sheets", as applicable, of the Application for Payment form indicated in Section 01 29 76 - Progress Payment Procedures.
- 2. Include in Schedule of Values itemized list of Work for each major work area included in the Work, for each lump sum payment item included in the Contract.
 - 1) Contractor will not be eligible for progress payment until acceptable Schedule of Values is submitted in accordance with the Contract Documents.
 - 2) Contractor will not be eligible for progress payment until acceptable Schedule of Values is submitted in accordance with the Contract Documents.
- 3. In addition, list either in the Schedule of Values or on a separate worksheet included with Applications for Payment all Unit Price Work bid/pay items in the Contract. The balance of this Article applies to lump sum Work and Work compensated on the basis of Cost of the Work plus a fee.
- 4. Organization in Accordance with Sections:
 - a. Within each work area, organize the Schedule of Values by the various Specifications section numbers and titles included in the Contract Documents.

- b. Label each row in the Schedule of Values with the appropriate Specifications section number. Include an amount for each row in the Schedule of Values.
 - c. List sub-items of major materials, equipment, or systems, as appropriate or when requested by Engineer.
- B. Requirements for both the preliminary Schedule of Values Submittal and the Schedule of Values Submittal for Engineer's acceptance are:
 - 1. Subcontracted Work:
 - a. Schedule of Values shall indicate division of Work between Contractor and each Subcontractor.
 - b. Line items for Work to be performed by each Subcontractor shall include the word, "(SUBCONTRACTED)" and the name of the Subcontractor once the associated subcontract is signed and effective.
 - 2. Apportionment between Materials and Equipment, and Installation: Schedule of Values shall include separate apportionment of costs for:
 - a. Cost of materials and equipment to be incorporated into the completed construction.
 - b. Cost of delivery, handling, and storage of materials and equipment to be incorporated into the completed construction.
 - c. Cost of temporary materials (such as excavation supports, scaffolding, and other temporary materials), and their associated delivery, handling, and storage costs, if any.
 - d. Cost of rentals of construction equipment and machinery, whether owned by Contractor or Subcontractor or leased from a third-party equipment rental entity.
 - e. Cost of installing materials and equipment.
 - f. Travel and subsistence costs, if any.
 - g. Other costs used in preparing the Bid by Contractor and each Subcontractor.
 - 3. Sum of individual line item amounts indicated on the Schedule of Values shall equal the total of associated bid/pay item. Sum of bid/pay item totals in the Schedule of Values, plus the sum of any separate listing of Unit Price Work items, shall equal the total Contract Price.
 - 4. Overhead and Profit:
 - a. Include in each line item a directly proportional amount of Contractor's overhead and profit in the Contract Price.
 - b. Do not include overhead and profit as separate line item(s).
 - 5. Allowances: Include separate line item for each allowance.
 - 6. Unit Price Work: Separately indicate items of Unit Price Work in the overall Schedule of Values. Where the required form (in accordance with Section 01 29 76 - Progress Payment Procedures) includes a separate worksheet or page for Unit Price Work, indicate all items of Unit Price Work on such worksheet or page of the form.
 - 7. Bonds and Insurance Costs:
 - a. Include line item for bonds and insurance in bid/pay item, in amount not greater than 1.5 percent of the total Contract Price.
 - b. When greater than the amount stipulated immediately above is proposed by Contractor in the Schedule of Values, submit to Engineer documentation substantiating the proposed amounts. Submit to Engineer such documentation when otherwise requested by Engineer.
 - c. When Contractor has furnished performance and payment bonds and evidence of insurance acceptable to Owner and in accordance with the Contract Documents, entire amount for bonds and insurance may be applied for in the first Application for Payment.
 - 8. Construction Support, Project Management, and Administrative Cost Elements:
 - a. Costs under this category are sometimes informally referred to as "field overhead" but are Project costs rather than costs related to Contractor's general business operations.

- b. Include in the Schedule of Values relevant line items and amounts for work and services required by the General Conditions and specific Division 01 Specifications sections, such as:
 - 1) Project management costs.
 - 2) Onsite superintendence and supervision costs.
 - 3) Itemized list of Work by work area, as applicable, for costs associated with coordination with the Owner's operations, including required sequencing, as set forth in the Contract Documents.
 - 4) Updating the construction Progress Schedule, preparing time impact analyses, and preparing recovery schedules. Preparation of preliminary Progress Schedule and the initial ("baseline") Progress Schedule acceptable to Engineer are part of mobilization.
 - 5) Construction progress photographic documentation. Preconstruction photographic documentation and final photographic documentation are, respectively, part of mobilization and demobilization.
 - 6) Updates of the Schedule of Submittals.
 - 7) Contractor's safety representative and ongoing implementation of Contractor's site-specific health and safety plan (SSHASP). Establishing the SSHASP is part of mobilization.
 - 8) Ongoing compliance with permits (when applicable).
 - 9) Ongoing cost for temporary utilities and temporary facilities. Establishing such services and facilities is part of mobilization.
 - 10) Ongoing costs for temporary security.
 - 11) Field offices (monthly rental and maintenance) and storage facilities (excluding costs of establishment and removal, which are part of mobilization and demobilization).
 - 12) Ongoing site maintenance, such as temporary controls (dust, air pollution, water pollution, solid waste control, pest and rodent control, temporary erosion and sediment controls, and others), snow and ice removal, and similar activities.
 - 13) Field engineering and surveying.
 - 14) Progress cleaning and cleaning for Substantial Completion.
 - 15) Record documents (preparation, maintenance, and submittal).
 - a) If adequate record documents are maintained, up to 50 percent of the value of the record documents line item will be eligible for payment, spread evenly over those progress payments in which construction at the Site is performed.
 - b) Remainder of Project record documents line item will be eligible for payment when complete record documents are submitted in accordance with the Contract Documents.
 - c) If record documents submitted are unsatisfactory to Engineer, amount may be reduced via set-offs in accordance with the Contract Documents.
 - 16) Other items required by Engineer.
 - c. Include such items in Applications for Payment on payment schedule acceptable to Engineer.
 - d. Such line items in the Schedule of Values shall exclude any and all costs associated with Contractor's permanent place(s) of business, personnel stationed at permanent office(s), salaries and bonuses of executive and administrative personnel not directly performing work on the Project, and general business expenses, all of which are part of Contractor's overhead costs.
9. Mobilization and Demobilization: Include all associated costs in the separate bid/pay item for mobilization and demobilization.
10. Mobilization and Demobilization:

- a. Include separate line items under each appropriate lump sum bid/pay item for mobilization and demobilization.
- b. Document for Engineer the activities included in mobilization and demobilization line items.
- c. Mobilization includes:
 - 1) The Contract is signed by both parties and is effective.
 - 2) Require insurance documentation, performance bond, and payment bond have been submitted by Contractor and accepted by Owner.
 - 3) Obtaining Owner's acceptance of proposed Subcontractors and Suppliers and entering into subcontracts and purchase orders needed to start the Work.
 - 4) Preparing and obtaining Engineer's acceptance of schedules, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 5) Preconstruction conference(s) required by the Contract Documents.
 - 6) Preconstruction photographic documentation.
 - 7) Establishing Contractor's Site-specific health and safety plan, preconstruction activities needed to start implementing Contractor's safety programs, and verifying status of training of construction workers and personnel and condition of construction equipment, machinery, and tools.
 - 8) Submitting acceptable emergency contact information
 - 9) Initial establishment of temporary utilities and temporary facilities.
 - 10) Establishing Contractor's field office and sheds (as applicable), Contractor's storage areas, staging and laydown areas, and other areas necessary to perform the Work.
 - 11) Initial establishment of construction vehicular access to the Site, parking needed for construction, and offsite haul routes.
 - 12) Establishing construction equipment, machinery, and tools at the Site.
 - 13) Providing initial temporary controls.
 - 14) Establishing temporary security needed to start Work at the Site.
 - 15) Other mobilization acceptable to Engineer.
- d. Mobilization will be limited to ten percent (10%) of the Contract Price, and will be paid in two payments, each of fifty percent (50%) of total amount for mobilization. Should Contractor propose mobilization in an amount greater than the limit indicated in this paragraph or on an alternative schedule from that indicated in this paragraph, submit to Engineer for acceptance information and documentation sufficient to support and substantiate the proposed amount and payment schedule for mobilization.
- a. Demobilization includes:
 - 1) Removal from the Site and adjacent areas of excess materials and equipment.
 - 2) Removal of temporary controls, temporary facilities, temporary barriers, and similar materials and equipment.
 - 3) Removal of temporary access roads and parking areas not part of permanent pavement or otherwise allowed to remain by Owner, including temporary traffic controls established for construction vehicles and equipment.
 - 4) Removal of all field office and sheds, storage areas, staging and laydown areas, and other areas needed to perform the Work and restoration of such areas.
 - 5) Removal from the Site of all construction equipment, machinery, tools, Contractor's containers, temporary fuel storage tanks, and similar items.
 - 6) Closeout of permits on which Contractor is a permittee or co-permittee.
 - 7) Final cleaning.
 - 8) Furnishing required closeout documents.
 - 9) Other costs and effort by Contractor for demobilization.

- b. Demobilization shall be not less than two percent (2%) of the Contract Price and shall be included with the Application for Payment following Substantial Completion, or other schedule acceptable to Engineer.
- 11. Costs for Submittals, field quality control activities, and training of operations and maintenance personnel shall be as follows, unless otherwise accepted by Engineer:
 - a. Submittals: Up to eight percent (8%) of cost (including all associated overhead and profit) of each equipment item, exclusive of transportation and installation costs associated therewith, may be allocated to preparation of Shop Drawings, Samples, and other Submittals required for release for purchase, fabrication, or delivery (as applicable) and may be included in the Application for Payment following Engineer's approval of Shop Drawings (and acceptance of other Submittals, as applicable) required for fabricating or purchasing for that item for the Work.
 - b. Field Quality Control: Up to three percent (3%) of total cost of each item (including all associated overhead and profit), including materials and equipment, and installation, may be apportioned to specified or required field quality control activities (including required testing and inspections) and included in the Application for Payment following Engineer's acceptance of the associated written field quality control report Submittal(s).

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for Contractor's progress payments.

B. Scope:

1. Contractor's requests for payment shall be in accordance with the Agreement, General Conditions and Supplementary Conditions, and the Specifications.
2. Applications for Payment in accordance with Article 15 of Section 00 72 13 – General Conditions.

1.2 CONTENT AND PROCEDURE FOR REQUESTING PROGRESS PAYMENTS

A. Procedure:

1. Review with Owner and Engineer quantities and the Work proposed for inclusion in each progress payment request. Application for Payment shall cover only the Work and quantities recommended by the Engineer.
2. Contractor will review with Engineer the status of Project record documents, in connection with Engineer's review of each Application for Payment. Failure to maintain record document current will be cause for Engineer to recommend a reduction in payment for record documents in accordance with Section 01 29 73 – Schedule of Values, and will entitle Owner to set-offs in accordance with the Contract Documents.
3. Submit to Owner and Engineer printed originals, each with Contractor's signature, of each complete Application for Payment and other documents to accompany the Application for Payment.
4. Engineer will act on request for payment in accordance with the Section 00 72 13 – General Conditions and Section 00 73 01 – Supplementary Conditions.

B. Content: Each request for payment shall include:

1. Completed Application for Payment form, including summary/signature page, progress estimate sheets, and stored materials summary. Progress estimate sheets shall have the same level of detail as the Schedule of Values.
2. Documentation for Stored Materials and Equipment:
 - a. For materials and equipment not incorporated in the Work but suitably stored, submit documentation in accordance with the Section 00 72 13 – General Conditions and Section 00 73 01 – Supplementary Conditions
 - b. UCC-1 Financial Statement:
 - 1) For each lot or delivery of stored materials and equipment for which payment is requested prior to installation of the item(s) at the Site, complete UCC-1, "Financial Statement" form. On UCC-1 form, indicate Owner as "security party"; indicate Supplier as "debtor" when stored item(s) are in Supplier's custody, and indicate Contractor as "debtor" when stored item(s) are in Contractor's custody; and clearly indicate in detail all stored item(s) included in the filing as "collateral" on the form. Include attachments to the form when necessary to clearly and fully indicate in detail the associated "collateral".

- 2) File completed UCC-1 form with the secretary of state in the state where the subject item(s) are stored.
- 3) Include with Application for Payment the completed UCC-1 form together with evidence of filing with the required state(s). Submit UCC-1 form and related documentation once for each lot or delivery of stored items.
- c. Photographs of the stored items at the storage location, in accordance with requirements for progress photographs in Section 01 32 33 – Project Photographic Documentation. Submit photographs sufficient to clearly indicate each stored item, clearly showing marking of Owner's property in accordance with Paragraph 1.3.B of this section. Such photographs do not count as photographs required under Section 01 32 33 – Project Photographic Documentation. For each month that such item(s) are stored, take and submit monthly new photographs of each stored item, with date-stamp on each photograph.
- d. Legibly indicate on invoice or bill of sale the specific stored materials or equipment included in the payment request and corresponding bid/payment item number for each and the Supplier price for each item.
3. For Payment on the Basis of Cost of the Work plus a Fee:
 - a. When Work included in an Application for Payment will be compensated on the basis of Cost of the Work plus a fee, whether when the entire Contract is compensated on the basis of Cost of the Work plus a fee or when the Application for Payment includes Change Order Work to be compensated on the basis of Cost of the Work plus a fee, the Application for Payment shall include documentation of the costs, including not less than the following:
 - 1) Number of and labor classifications of workers employed and hours worked. Separately indicate overtime and holiday hours, when applicable.
 - 2) Construction equipment used including manufacturer, model, and year of manufacture, and number of hours such equipment was onsite and used for the Work compensated on the basis of Cost of the Work. Where such equipment was used on overtime, separately indicate overtime hours.
 - 3) Consumables and similar materials used.
 - 4) Receipts, bills, or invoices for, and descriptions of, materials and equipment incorporated into the Work.
 - 5) Invoices and breakdowns of labor, construction equipment, and materials and equipment incorporated into the Work by Subcontractors, and Suppliers' onsite time, if any.
 - 6) Invoices or receipts for other expenses included in the Application for Payment, such as travel and subsistence expenses, costs for bonds and insurance, and all other eligible costs and expenses for which compensation is sought in the subject Application for Payment on the basis of Cost of the Work.
 - 7) Other information and documents required by Owner or Engineer,
 - b. Costs for which progress payment is requested on the basis of Cost of the Work plus a fee and for which documentation acceptable to Engineer is not submitted will not be eligible for payment.
4. Listing of Subcontractors and Suppliers:
 - a. In accordance with Section 00 72 13 – General Conditions, submit not less than monthly updated listing of all Subcontractors and Suppliers known to Contractor, whether or not such entities have a contract directly with Contractor.

- b. Submit complete information using the form attached to this Specifications section.
- 5. Partial Release or Reduction of Retainage:
 - a. For each Application for Payment where Contractor requests partial release or reduction of retainage in any amount (other than request for final payment), submit with associated progress payment request consent of surety to partial release or reduction of retainage, duly completed by Contractor and surety.
 - b. Acceptable form includes AIA G707A, "Consent of Surety to Reduction in or Partial Release of Retainage" (1994 or later edition), or other form acceptable to Owner.
 - c. For payment requests that include reduction in or payment of retainage in an amount greater than that required by the Contract Documents, obtain Owner's concurrence for partial release or reduction in retainage prior to submitting such Application for Payment.
- C. Final Payment:
 - 1. Requirements for request for final payment are in Section 00 72 13 – General Conditions, as may be modified by Section 00 73 01 – Supplementary Conditions, and Section 01 77 19 – Closeout Requirements.

1.3 ADDITIONAL PROCEDURES FOR PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Observation of Stored Materials and Equipment as Condition Precedent to Eligibility for Payment:
 - 1. General:
 - a. Prior to materials or equipment suitably stored but not yet incorporated into the Work can be eligible for payment, Engineer shall visit the storage location and verify the extent, condition, and storage environment of the stored items.
 - b. When the same material or equipment item is stored for more than two months, such visits to storage location shall be not less than once every two months.
 - 2. Cost Responsibility for Observations:
 - a. When storage location is less than 20 miles from the Site or less than 20 miles from Engineer's office, Contractor is not responsible for reimbursing Owner for cost of Engineer's time and expenses for observing stored materials and equipment.
 - b. When storage location is more than 20 miles from the Site and more than 20 miles from Engineer's office, Contractor shall reimburse Owner, via a set-off under the Contract Documents, for reasonable cost of Engineer's time and expenses, including travel time, to visit the storage location and observe the stored materials and equipment.
- B. Other Requirements for Stored Items: Regardless of storage location, perform the following for stored materials and equipment for which payment is sought:
 - 1. Clearly mark each stored container, crate, or item as follows: "Property of District" using permanent marking. Such marking shall not blemish or deface the finish of items that will be exposed to view after installation at the Site.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. The forms listed below, following this Specifications section's "End of Section" designation, are part of this Specifications section:
 - 1. List of Subcontractors and Suppliers form (two pages).

END OF SECTION

LIST OF SUBCONTRACTORS AND SUPPLIERS

Owner: Mt. Crested Butte Water & Sanitation District
Project Name: Timberland Tank Ringwall Repair

Contractor: _____ Date: [_____]
Contract Designation: _____

Indicate below complete information for each Subcontractor and Supplier known to Contractor, regardless of whether the firm has a direct contract with Contractor. Include all lower-tier Subcontractors and associated Suppliers. Copy and paste the paragraphs below as required to indicate all Subcontractors and Suppliers.

SUBCONTRACTORS

1. **Subcontractor Name:**

- Address:
- Contact Person:
- Telephone No.:
- E-mail Address:
- Work Under Specifications Section Nos.:
- Brief Description of Work:
- Current Subcontract Price:
- Approximate Subcontract Start Date:
- Approximate Subcontract End Date:

2. **Subcontractor Name:**

- Address:
- Contact Person:
- Telephone No.:
- E-mail Address:
- Work Under Specifications Section Nos.:
- Brief Description of Work:
- Current Subcontract Price:
- Approximate Subcontract Start Date:
- Approximate Subcontract End Date:

3. **Subcontractor Name:**

- Address:
- Contact Person:
- Telephone No.:
- E-mail Address:
- Work Under Specifications Section Nos.:
- Brief Description of Work:
- Current Subcontract Price:
- Approximate Subcontract Start Date:
- Approximate Subcontract End Date:

Total of Subcontract Prices for all subcontracts equals approximately [_____] percent of the Contract Price (Contractor to fill in blank monthly)

SUPPLIERS

1. **Supplier Name:**

- *Address:*
- *Contact Person:*
- *Telephone No.:*
- *E-mail Address:*
- *Furnishing Items Under Specifications Section Nos.:*
- *Brief Description of Items:*
- *Current Purchase Order Amount:*
- *Approximate Purchase Order Date:*
- *Approximate Purchase Order End Date:*

2. **Supplier Name:**

- *Address:*
- *Contact Person:*
- *Telephone No.:*
- *E-mail Address:*
- *Furnishing Items Under Specifications Section Nos.:*
- *Brief Description of Items:*
- *Current Purchase Order Amount:*
- *Approximate Purchase Order Date:*
- *Approximate Purchase Order End Date:*

3. **Supplier Name:**

- *Address:*
- *Contact Person:*
- *Telephone No.:*
- *E-mail Address:*
- *Furnishing Items Under Specifications Section Nos.:*
- *Brief Description of Items:*
- *Current Purchase Order Amount:*
- *Approximate Purchase Order Date:*
- *Approximate Purchase Order End Date:*

SECTION 01 31 13
PROJECT COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements for:
 - a. Project coordination when the Project is implemented using a single prime construction Contract.
 - b. Coordination meetings.
 - c. Coordination drawings and layout drawings.

B. Scope:

1. Contractor shall coordinate the Work, whether performed by Contractor's employees or by Subcontractors, Suppliers, or others for whom Contractor is responsible, to provide Work in accordance with the Contract Documents.
2. Coordinate the Work with testing entities and inspectors (whether hired by Contractor, Owner, or others) employed on the Project, forces of Owner and facility manager (if other than Owner), and other contractors retained by Owner or facility manager, and other entities with which the Work needs to be coordinated.
3. Requirements for preconstruction meetings are in Section 00 72 13 – General Conditions (as may be modified by Section 00 73 01 – Supplementary Conditions) and Section 01 31 19 – Project Meetings.
4. Requirements for construction progress meetings are in Section 01 31 19 - Project Meetings.

C. Related Requirements:

1. Include, but are not necessarily limited to, the following:
 - a. Section 01 11 00 - Summary of Work.
 - b. Section 01 31 19 - Project Meetings.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordination – General:
 - a. In accordance with the Section 00 72 13 – General Conditions as may be modified by the Section 00 73 01 – Supplementary Conditions, and Section 01 11 00 – Summary of Work, Contractor shall coordinate the Work with, and cooperate with, other contractors, utility owners and their contractors, owners of transportation facilities and their contractors, Owner's and facility manager's workers at the Site, and other entities working at or adjacent to the Site.
 - b. Comply with Section 01 14 16 – Coordination with Owner's Operations.
2. Advise other contractors (if any) of schedule for the Work to allow other contractors sufficient time to perform their work that must be performed prior to the Work. Coordinate and communicate with other contractors and other entities when the Work must be performed prior to the work of others and make good-faith efforts to avoid delaying work of others.
3. Coordination, Inspection, and Observation to Ensure Quality:
 - a. Contractor shall continuously inspect the Work throughout the Project to ensure that the Work complies with the Contract Documents.
 - b. Inspect (including testing, where required or necessary) substrates and surfaces on which the Work will be constructed, applied, adhered, or attached, to ensure substrate

and surface conditions are appropriate for providing Work in accordance with the Contract Documents.

4. Contractor is not responsible for, or liable for, damage or loss unless damage or loss resulted from action, inaction, or negligence of Contractor, or Subcontractor(s), Supplier(s), or other entity for whom Contractor is responsible. This provision does not mitigate or reduce Contractor's responsibility for security for the Work, in accordance with the Contract.

B. Coordination Meetings:

1. Contractor's Coordination Meetings:

- a. Schedule, attend, chair, and actively participate in coordination meetings deemed appropriate by Contractor for purposes of coordinating the Work of Contractor's employees, Subcontractors, Suppliers, and others for whom Contractor is responsible.
- b. Frequency, location, date, time, and duration of Contractor's coordination meetings are at Contractor's discretion. Record and distribute to attendees and other members of Contractor's team a record of topics discussed, decisions made, and other relevant matters at Contractor's coordination meetings.
- c. Engineer, Resident Project Representative (if any), Owner, and Owner's Site Representative (if any) will not attend Contractor's coordination meetings.

2. Coordination Meetings with Other Contractors:

- a. When Section 01 11 00 – Summary of Work, indicates that others, whether or not under Owner's control, will be performing work at or adjacent to the Site, coordination meetings between the separate contractors may be necessary. When such meetings are deemed necessary by Owner, either Owner or Engineer will advise Contractor in writing of the location, date, time, duration, and frequency of such coordination meetings.
- b. Such coordination meetings, when held, are anticipated to be bi-weekly or less-often, and held either at the Site or in reasonable proximity to the Site. During periods when increased coordination among the separate projects is necessary, such as when adjacent contractors are in close proximity to each other, the potential exists that more-frequent coordination meetings may be necessary, although such increased frequency is not anticipated to be for extended periods.
- c. Contractor's project manager and site superintendent shall attend such coordination meetings required by Owner.
- d. Purpose of such coordination meetings will be to discuss scheduling and coordination of work by separate contractors and others as appropriate, sharing of space at the Site, and other coordination matters.
- e. Owner and others deemed appropriate by Owner will attend such coordination meetings.
- f. Owner or others for whom Owner is responsible will chair the meetings and prepare and distribute to participants a record of the topics discussed and decisions made at such meetings.

C. Coordination Drawings and Layout Drawings:

1. Maintain sufficient, competent personnel; drafting implements; computer-aided drafting/design (CAD) or building information modeling (BIM) equipment, software, systems; and supplies at Contractor's office and at the Site (as deemed appropriate by Contractor) for preparing layout drawings and coordination drawings.
2. With the Contract Documents and Shop Drawings, use coordination drawings and layout drawings for coordinating the Work of various trades.
3. Where such coordination drawings or layout drawings are to be prepared by Subcontractors such as [structural-architectural, or other Subcontractors, ensure that each such Subcontractor maintains required personnel, implements, equipment, and systems at Subcontractor's office and at the Site (as deemed appropriate by Contractor).

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for the following types of conferences and meetings required during the Work:
 - a. Requirements applicable to all conferences.
 - b. Preconstruction conference(s).
 - c. Construction progress conferences.
 - d. Closeout conference(s).
 - e. Other construction conferences.

B. Scope:

1. This Section addresses the types of conferences indicated in Paragraph 1.1.A of this Section.
2. Requirements for coordination meetings, including meetings between Contractor and its Subcontractors and Suppliers, as well as meetings between Contractor and contractor's on other projects at or adjacent to the Site, are in Section 01 31 13 – Project Coordination.

C. Related Requirements:

1. Section 01 29 76 - Progress Payment Procedures.
2. Section 01 31 13 - Project Coordination.

1.2 REQUIREMENTS APPLICABLE TO ALL CONSTRUCTION CONFERENCES

A. Requirements of this Article apply to all conferences required under this Section.

B. Participants:

1. Lead participant for each participating entity of each conference shall be authorized to represent their employer and its interests on the Project, and shall be sufficiently familiar with the status of their employer's work, services, and activities related to the Project for purposes of the associated conference.
2. Required participants for each type of conference are indicated elsewhere in this Section.
3. Failure to participate by required participants:
 - a. Should a required participant be unavailable for a required conference, inform the designated conference chair not less than one day prior to start of the subject conference. Furnish both oral (either in person or via telephone) and written communication regarding planned non-attendance. Expressly indicate the authorized substitute person who will be empowered to represent that entity at the conference.
 - b. Failure to properly inform the conference chair as required, or repeated or habitual non-participation by mandatory participants, will be grounds for Owner to withhold (as "set-offs") amounts for mandatory meeting attendance from payments due Contractor under the Contract.
 - c. Sending as a substitute lead participant an authorized representative who is ill-informed of their organization's work status and administrative matters related to the Project, or who is not properly authorized to represent their employer for all required matters indicated on the agenda, will be grounds for Owner to withhold payment, as set-offs, of amounts associated with such unpreparedness.
 - d. Should Contractor fail to attend without proper, advance notice to conference chair or furnish ill-prepared or unauthorized substitute lead participant, Contractor shall bear full

responsibility, including cost- and time-related impacts, for lack of coordination, progress, and other, potentially adverse effects.

4. Conduct:

- a. Conference participants shall, at all times, exhibit appropriate, professional conduct and demeanor.
- b. Inappropriate conduct, including shouting, unprofessional language, threatening attitudes, or other types of insult or intimidation are unacceptable.
- c. Conference chair has the authority to eject from a conference, participants exhibiting inappropriate conduct.
- d. Person's exhibiting repeated or habitual inappropriate conduct will not be allowed to participate in conferences. Such person's employer and the contracting party they represent shall bear full responsibility for consequences of actions by its employees and representatives.

C. Agenda:

1. Each conference required by this Section shall have an established, written agenda available to required attendees not less than one day prior to the subject conference, unless extenuating circumstances dictate a shorter time period.
2. Unless written agenda specific to a given conference is issued in writing, the default agenda shall be in accordance with this Section.
3. If a person or entity intending to participate in a required conference desires that such conference should address a given topic not already part of the typical agenda indicated in this Section, a written request for such topic to be added to the agenda must be received by the conference chair not later than two days prior to the scheduled start of such conference.
4. The agenda may be amended at the outset of the conference by consent of a majority of conference participants. Thereafter, the conference will be conducted, and topics discussed will be in accordance with the established agenda, as may be modified in accordance with this paragraph.

D. Conference Date, Time, and Location:

1. Date, start time, anticipated duration, and location of each required conference will be established by conference chair, unless otherwise indicated in the Contract Documents.
2. Conference chair will advise, in writing, required participants of conference date, start time, anticipated duration, and location. Such information may be transmitted as part of an agenda. Upon mutual agreement of required participants, date, start time, anticipated duration, and location of recurring conferences, such as construction progress conferences, may be initially established at the outset of the series and, therefore, do not require written advisory for each individual conference.
3. Change of Conference Date, Time, or Location:
 - a. In general, required conferences will be held on the date, at the time, and at the location required.
 - b. Designated conference chair may, at their sole discretion, elect to change the conference date, start time, duration, location, or any combination thereof. Such change, if any, shall be communicated in writing to all required conference participants, and others as appropriate. Contractor is responsible for communicating changes to its Subcontractors and Suppliers.
 - c. Notice of such change shall be communicated not later than one day prior to scheduled start of the subject conference. Such changes may be communicated by distributing a written agenda for the subject conference, expressly indicating changes from previous arrangements.
 - d. When changes in date, time, or location are necessary less than the period indicated in the paragraph immediately above, such changes shall be communicated orally, whether in-person or via telephone. When communicated via telephone, calls shall be made to all of the participant's designated telephone numbers on file with the conference chair.

Persons intending to participate in such conference are encouraged to check their voicemail and written communications prior to departing for the conference.

E. Minutes:

1. For each conference required in this Section, the conference chair will be responsible for preparing and distributing a written record ("minutes") of the conference proceedings, unless expressly indicated otherwise for a specified type of conference.
2. Purpose of minutes is to furnish a written record of the following for the associated conference: participants (indicating whether each individual participated in-person, virtually, arrived late, or departed early), topics discussed, questions asked and answered, and decisions made, and other pertinent matters as indicated on the established agenda for the associated conference. Minutes are not intended as a transcript or as complete record of minutia discussed at the associated conference.
3. Distribution of Minutes:
 - a. Minutes will be distributed promptly after the associated conference.
 - b. Minutes will be distributed to all conference participants, personnel invited to or required to attend the conference but who did not attend or participate, and others as appropriate.
 - c. Unless indicated otherwise in this Section or elsewhere in the Contract Documents, minutes of conferences required by this Section will be distributed to Owner, Contractor, and Engineer.
4. Amendment of Minutes:
 - a. Minutes distributed by, or on behalf of, the conference chair are subject to comments and potential amendments by other attendees of the subject conference. The period for commenting on, or requesting amendments to, minutes is limited to 10 days following initial distribution of the minutes, unless indicated otherwise elsewhere in the Contract Documents.
 - b. Comments or requests for amendments may be furnished at the next, subsequent meeting in the same series of conferences. For example, comments on minutes of a construction progress conference may be presented at the next, subsequent construction progress conference. Comments on the minutes of the preconstruction conference may be presented at the first construction progress conference unless the designated time limit for requesting amendments has elapsed prior to the first progress conference.
 - c. Minutes may be amended either by issuing revised minutes for the subject conference or by appropriate indication in the minutes of the next, subsequent conference in the same series, at the sole discretion of the conference chair.
 - d. Conference chair has sole authority to accept or reject comments or requests for amendments on previously issued minutes.
 - e. In general, requests, by persons who participated in the subject conference, for amendments to minutes will be given greater consideration by conference chair than request for amendments received from persons who did not participate in the subject conference.
 - f. Should a person or entity believe the final minutes do not accurately reflect their opinion of how events transpired at the subject conference, such person or entity may prepare and submit appropriate correspondence presenting their viewpoint.

1.3 PRECONSTRUCTION CONFERENCES

- A. The requirements of Article 1.2 of this Section also apply to this Article.
- B. Preconstruction Conferences - General:
 1. Purpose of preconstruction conference is reviewing administrative and procedural requirements, site mobilization matters, coordination with authorities having jurisdiction, and related matters. Required agenda, unless otherwise amended by conference chair, is indicated in this Article.

2. Conference Chair: Owner.
3. Location, Date, and Time:
 - a. Preconstruction conference will be held in the District's Board Room inside the District's Administration Building located at 100 Gothic Road, Mt. Crested Butte, CO 81225.
 - b. Preconstruction conference will be held following the Effective Date of the Contract on a day and at a time to be established by Engineer, following consultation with principal representatives of Owner, Contractor, and other required participants. Preconstruction conference will be held prior to commencement of the Work at the Site.
 - c. Anticipated duration of preconstruction conference is three hours, followed by time necessary for visiting the Site.
 - d. Location, date, and time will be established in accordance with requirements of Article 1.2 of this Section.
4. Required Participants:
 - a. Owner: Project manager.
 - b. Contractor: Project manager and site superintendent.
 - c. Engineer: Project manager or delegate.
5. Required participants may invite to the preconstruction conference others they deem necessary or appropriate.
6. Designation of Authorized Representatives:
 - a. Either prior to or at the preconstruction conference, Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

C. Agenda:

1. Procedural and Administrative:
 - a. Personnel and Teams:
 - 1) Designation of roles and personnel.
 - 2) Limitations of authority of personnel, including personnel who will sign Contract modifications and make binding decisions.
 - 3) Subcontractors and Suppliers in attendance.
 - 4) Authorities having jurisdiction.
 - b. Procedures for communications and correspondence, including electronic communication protocols.
 - c. Copies of the Contract Documents and availability.
 - d. The Work and Scheduling:
 - 1) General scope of the Work.
 - 2) Contract Times, including Milestones.
 - 3) Phasing and sequencing.
 - 4) Preliminary Progress Schedule.
 - 5) Critical path activities.
 - e. Safety and Protection:
 - 1) Responsibility for safety.
 - 2) Contractor's safety representative.
 - 3) Emergency procedures and accident reporting.
 - 4) Emergency contact information.
 - 5) Hazardous materials communication program.
 - 6) Impact of the construction on public safety.
 - 7) Responsibilities for protection of property.

- f. Review of insurance requirements and insurance claim procedures.
- g. Coordination:
 - 1) Coordination of Subcontractors and Suppliers.
 - 2) Construction coordinator (for projects with multiple prime construction contracts and locations where multiple projects may be underway simultaneously in reasonable proximity to each other).
 - 3) Coordination with Owner's operations.
 - 4) Construction progress conferences – schedule and frequency.
 - 5) Coordination conferences with other, separate projects.
- h. Submittals:
 - 1) Current Critical Submittals:
 - a) Preliminary Schedules – Progress Schedule, Schedule of Submittals, Schedule of Values.
 - b) Preconstruction photographic documentation outlined in Section 01 32 33 – Project Photographic Documentation.
 - c) List of proposed Subcontractors and Suppliers using the form included in Section 01 29 76 – Progress Payment Procedures.
 - d) List of emergency contact information.
 - e) Notice of elements of Contractor's safety program with which Owner and Engineer are to comply.
 - f) Form of Contractor's site superintendent's daily reports, in accordance with Section 01 71 23 - Field Engineering.
 - g) Other critical Submittal(s) included in drawings.
 - 2) Work is ineligible for payment without approved or accepted Submittals (as applicable).
 - 3) Submittal procedures.
 - a) Compliance with accepted Schedule of Submittals.
 - b) Actions required of Contractor prior to furnishing Shop Drawings and other Submittals.
 - c) Contractor's Submittal approval stamp required; Contractor's coordination of Submittals.
 - d) Furnishing of Submittals.
 - e) Submittal types and meaning of Engineer's action on each.
 - f) Resubmittals—responsibility for, limitations on quantity.
 - 4) Identification of initial, critical Shop Drawings and product data.
 - 5) Construction photographic documentation.
- i. Substitutes and "Or-Equals":
 - 1) Product options.
 - 2) Procedures for proposing "or-equals".
 - 3) Procedures for proposing substitutes.
- j. Contract Modification Procedures:
 - 1) Requests for interpretation.
 - 2) Written clarifications.
 - 3) Field Orders.
 - 4) Proposal Requests.
 - 5) Change Proposals.
 - 6) Work Change Directives.
 - 7) Change Orders.

- 8) Differing site conditions or discovery of unanticipated Hazardous Environmental Condition.
- 9) Substantiating and documenting Change Proposals and Claims.
- 10) Claims.
- k. Progress Payment:
 - 1) Owner's Project financing and funding, as applicable.
 - 2) Owner's tax-exempt status.
 - 3) Preliminary Schedule of Values
 - 4) Procedures for measuring for payment (Unit Price Work).
 - 5) Retainage.
 - 6) Progress payment procedures; documents to accompany Applications for Payment.
 - 7) Payment for stored items not yet installed.
 - 8) Date of Owner's payments; payment is due.
- l. Subcontractors and Suppliers:
 - 1) List of proposed Subcontractors and Suppliers; monthly updates.
 - 2) Coordination and management.
 - 3) Subcontracts and purchase orders.
- m. Testing and inspections:
 - 1) Owner-hired and contractor-hired.
 - 2) Identification of Owner-hired testing entity and special inspectors.
 - 3) Responsibility for advising testing entity and special inspectors of need for services.
 - 4) Results of code-required special inspections and tests.
 - 5) Prompt remedy of apparent defects.
 - 6) Notices of defective Work.
 - 7) Remedy of defective Work.
 - 8) Defective Work is ineligible for payment.
 - 9) Covering up defective Work.
 - 10) Cost responsibility for defective Work and retesting/re-inspection.
- n. Disposal of demolition and spoil materials.
- o. Record documents.
- p. Preliminary discussion of Contract closeout:
 - 1) Procedures for Substantial Completion.
 - 2) Partial utilization procedures; property insurance.
 - 3) Contract closeout requirements.
 - 4) Correction period; duration of Contractor's general warranty and guarantee.
 - 5) Duration of bonds and insurance.
2. Authorities Having Jurisdiction (if not covered in a separate conference):
 - a. Municipal licenses.
 - b. Municipal permits required.
 - 1) Permits required and status.
 - 2) Inspections for building code official.
 - 3) Code-required special inspections and tests (if not covered in Administrative and Procedures part of conference).
 - c. Right-of-way work permits; status of occupancy permit(s).
 - d. Environmental permits:
 - 1) Spill prevention control and countermeasures plan (40 CFR 112).
3. Site Mobilization (if not covered in a separate conference):

- a. Working days, working hours, and overtime.
 - b. Use of Site and other areas; use of existing facilities.
 - c. Field offices, storage trailers, and staging areas.
 - d. Temporary facilities.
 - e. Temporary utilities and limitations on utility use (where applicable).
 - f. Utility company coordination (if not done as a separate conference).
 - g. Access to Site, access roads, and parking for construction vehicles.
 - h. Traffic controls.
 - i. Temporary controls:
 - 1) Erosion and sediment control; storm water pollution prevention plans.
 - 2) Dust control and air pollution control (including emissions control).
 - 3) Water control (storm water, surface water, groundwater).
 - 4) Water pollution control; spill prevention control and countermeasures plan.
 - 5) Solid waste control.
 - 6) Pest control.
 - 7) Other temporary controls.
 - j. Temporary security; temporary security fencing (where required).
 - k. Storage of materials and equipment to be incorporated into the Work.
 - l. Protection of the Work and property; protective barriers.
 - m. Scheduled tank outage.
 - n. Field engineering:
 - 1) Reference points and benchmarks.
 - 2) Surveys and layouts.
 - 3) Professional services for Contractor's means and methods (not delegated design).
 - 4) Contractor's site superintendent's daily records and submittal requirements.
 - o. Site maintenance during the Project:
 - 1) Progress cleaning; removal of trash and debris.
 - 2) Snow and ice removal, if any.
 - 3) Maintenance and cleaning of existing access roads and parking areas.
 - p. Restoration.
- 4. Next conference.
 - 5. Site visit, as necessary.

1.4 CONSTRUCTION PROGRESS CONFERENCES

- A. The requirements of Article 1.2 of this Section also apply to this Article.
- B. Construction Progress Conferences - General:
 - 1. Purpose of construction progress conferences is to review and summarize Work performed since the previous construction progress conference; review and summarize planned progress through the next, subsequent construction progress conference; review and summarize compliance with the Progress Schedule; review progress and necessary actions on pending and critical administrative items; discuss matters pertinent to the Site and construction quality; and other matters.
 - 2. Conference Chair: Owner.
 - 3. Location, Date, and Time:
 - a. Construction progress conferences will be held in the District's Board Room inside the District's Administration Building located at 100 Gothic Road, Mt. Crested Butte, CO 81225.

- b. Frequency: construction progress conferences will be held bi-weekly. Such conferences are in addition to other recurring conferences that may be required elsewhere in the Contract Documents.
 - c. Construction progress conferences will be held following preconstruction conference on a day and at a time to be established by Engineer, following consultation with principal representatives of Owner, Contractor, and other required participants. Timing on which construction progress conferences will commence will be at the discretion of the designated chair of construction progress conferences.
 - d. Construction progress conferences required by this Section are required during this meeting.
 - e. Anticipated duration of each construction progress conference is two hours, plus time necessary for visiting the Site.
 - f. Location, date, and time will be established in accordance with requirements of Article 1.2 of this Section.
4. Required Participants:
- a. Owner: Owner.
 - b. Contractor: Project manager, site superintendent, and safety representative.
 - c. Principal Subcontractors: Project manager or site superintendent, for Subcontractors performing significant Work since the previous conference and that will perform significant Work prior to the next, subsequent construction progress conference. When Subcontractor's site superintendent represents Subcontractor at construction progress conferences, site superintendent shall be authorized and informed of administrative matters relating to Subcontractor's Work in accordance with Article 1.2 of this Section.
 - d. Major Suppliers: Field representative of Suppliers of significant materials and equipment, when such field representatives are performing onsite services under the Contract, or as otherwise deemed necessary by Contractor relative to conference participation.
 - e. Engineer: Project manager or delegate.
5. Required participants may invite to construction progress conferences others they deem necessary or appropriate.
- C. Handouts:
- 1. Contractor shall bring to each construction progress conference not less than five (5) paper copies of each of the following:
 - a. List of Work accomplished since the previous construction progress conference and list of construction activities planned through the next, subsequent construction progress conference. Coordinate list of planned activities with both the updated Progress Schedule and look-ahead schedule.
 - b. Up-to-date Progress Schedule.
 - c. Up-to-date Schedule of Submittals, in accordance with Section 01 33 00 - Submittal Procedures.
 - d. "Look-ahead" Schedule.
 - e. When applicable, list of upcoming, planned time off (with dates) for personnel with significant roles on the Project, and the designated contact person in their absence.
- D. Preliminary Agenda for Construction Progress Conferences:
- 1. Review, comment, and amend (if necessary) of minutes of previous progress conference.
 - 2. Review of progress since the previous progress conference.
 - 3. Planned progress through next progress conference.
 - 4. Overview of Progress Schedule:
 - a. Review of the Contract Times; Contractor's ability to comply with Contract Times.
 - b. Identification of critical path activities.
 - c. Scheduled tank outage.

- d. Schedules for fabrication and delivery of materials and equipment.
- e. Corrective measures, if necessary, including recovery schedule(s).
- 5. Submittals:
 - a. Review status of critical Submittals.
 - b. Review revisions to Schedule of Submittals.
- 6. Contract Modifications:
 - a. Requests for interpretation.
 - b. Written clarifications.
 - c. Field Orders.
 - d. Proposal Requests.
 - e. Change Proposals.
 - f. Work Change Directives.
 - g. Change Orders.
 - h. Claims.
- 7. Progress Payment Requests:
 - a. Status and deadline for submittal.
 - b. Stored materials and equipment; observation by Engineer or Owner; documents required.
 - c. Set-offs to which Owner is entitled (as applicable).
 - d. Other matters related to progress payments.
- 8. Problems, conflicts, and observations.
- 9. Quality standards, testing, and inspections.
- 10. Coordination between Project participants.
- 11. Site management issues, including vehicular access and parking, traffic control, security, status of temporary controls and temporary utilities, site maintenance and cleaning, and other Site matters.
- 12. Safety and protection.
- 13. Permits and compliance.
- 14. Construction photographic documentation.
- 15. Record documents status.
- 16. Completion matters (as appropriate):
 - a. Status of checkout, startup, field quality control activities.
 - b. Status of training of facility O&M personnel and O&M manuals.
 - c. Partial utilization; requesting and scheduling inspection for Substantial Completion.
 - d. Punch list status (as applicable).
 - e. Other closeout matters (if any).
- 17. Other business.

1.5 CLOSEOUT CONFERENCES

- A. The requirements of Article 1.2 of this Section also apply to this Article.
- B. Closeout Conferences – General.
 - 1. Purpose of closeout conferences is to familiarize participants with administrative and procedural requirements for Substantial Completion (including partial utilization by Owner) and readiness for final payment, and status of the Work required for achieving Substantial Completion and readiness for final payment.
 - 2. Conference Chair: Same as indicated elsewhere in this Section for construction progress conferences.
 - 3. Location, Date, and Time:

- a. Location, date, and time will be the same as indicated elsewhere in this Section regarding construction progress conferences.
 - b. In general, as the Work, or a designated part thereof, progresses toward Substantial Completion, topics addressed at construction progress conferences will transition to discussing closeout-related topics.
 - c. The conference chair may require one or more additional closeout conferences as the conference chair deems necessary. Required participants shall participate in such conferences without changes in the Contract Price or the Contract Times.
 - d. Should additional closeout conferences be necessary, or should location, date, or times for closeout conferences differ from those established for construction progress conferences, the conference chair will so advise required participants, and others as appropriate, in accordance with Article 1.2 of this Section.
4. Required Participants: Same as required participants for construction progress conferences, unless otherwise indicated by conference chair.
- C. Preliminary Agenda for Closeout Conferences:
- 1. Same as "Completion matters" portion of preliminary agenda for construction progress conferences as indicated elsewhere in this Section.
 - 2. Checkout and startup planning meeting.
 - 3. Additional closeout related topics as determined by closeout conference chair.

1.6 OTHER CONSTRUCTION CONFERENCES

- A. The requirements of Article 1.2 of this Section also apply to this Article.
- B. Other Construction Conferences – General.
- 1. Other construction conferences may be scheduled and held as deemed necessary by Owner or Engineer. Such conferences may be focused on specific matters, such as discussing remedies and schedules for defective Work, negotiating changes in the Contract Price and Contract Times, or other matters related to the Project where time limits prevent addressing such items as part of other conferences addressed elsewhere in the Contract Documents.
 - 1. Conference Chair: Same as indicated elsewhere in this Section for construction progress conferences.
 - 2. Location, Date, and Time:
 - a. Location: Same as location of construction progress conferences as indicated elsewhere in this Section, unless location is changed in accordance with Article 1.2 of this Section.
 - b. Other construction conferences will be held on a day and at a time to be established by Engineer, following consultation with Owner, Contractor, and other required participants.
 - c. Each other construction conference is one hour, plus time that may be necessary for visiting the Site when conference purpose warrants.
 - d. Location, date, and time will be established in accordance with requirements of Article 1.2 of this Section.
 - 3. Required Participants: As deemed necessary by conference chair.
- C. Agenda: Agenda presenting topics to be discussed at each other construction conference will be developed by the conference chair and distributed to required participants, and others as appropriate, in accordance with Article 1.2 of this Section.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 32 33
PROJECT PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements for the following types of Contractor-furnished construction photographic documentation:
 - a. Still photographs.
 - b. Video.
 - 2. Requirements for preconstruction, construction progress, and final photographic documentation.
- B. Scope:
 - 1. Contractor shall perform construction photography and submit construction photographic documentation, including providing all labor, materials, equipment, and services required.
 - 2. Perform photography (i.e., still photography and video) and submit construction photographic documentation, in accordance with this Section, throughout the Work.
- C. Related Requirements:
 - 1. Section 01 33 00 - Submittal Procedures.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate construction photography with progress of the Work. Unless otherwise required by the Contract Documents, do not cover or conceal the Work until construction photographic documentation has been properly obtained.
 - 2. Coordinate dates and times for performing construction photography with Engineer and Owner.
 - 3. Coordinate construction photography with other contractors and at the Site.

1.3 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Construction Photographer:
 - a. Contractor may propose a non-professional photographer, who may be Contractor's employee.
 - b. One photographer shall furnish all required construction photographic documentation for the Project, unless otherwise accepted by Engineer.
 - c. Upon Engineer's request, submit photographer's name, business name, address, and documentation of photographer having successfully performed photographic documentation for not less than five previous, completed construction projects.
- B. Selection of Views for Construction Photography:
 - 1. At the Site, Engineer will indicate the views to be taken and will select time at which images will be obtained.
 - 2. Photographic subjects, views, and angles will vary with progress of the Work.

1.4 SUBMITTALS

- A. Informational Submittals: Submit the following:
 - 1. Preconstruction Photographic Documentation:

- a. Submit Electronic Documents (still photographs and video).
 - b. Submit acceptable preconstruction photographic documentation prior to mobilizing to and disturbing the Site, and not later than the first progress payment request, unless other schedule for preconstruction photographic documentation is accepted by Engineer.
- 2. Construction Progress Photographic Documentation:
 - a. Submit prints and Electronic Documents (still photographs and video).
 - b. Obtain construction progress photographic documentation at the frequency indicate in this Section. Coordinate submittal of construction progress photographic documentation with submittal of each progress payment requests.
- 3. Qualifications Statements:
 - a. Photographer: When requested by Engineer, prior to starting photographic documentation Work, submit photographer qualifications and record of experience. List of construction photography experience shall include for each project:
 - 1) Project name and location.
 - 2) Nature of construction.
 - 3) Photographer's client with contract information.
 - 4) Approximate duration of photographer's services.
- B. Closeout Submittals: Submit the following:
 - 1. Final Photographic Documentation:
 - a. Submit prints and Electronic Documents (still photographs and video).
 - b. Submit acceptable final photographic documentation prior to requesting final inspection.

1.5 CONSTRUCTION PHOTOGRAPHY – GENERAL

- A. Images - General:
 - 1. Photographic documentation shall be in color.
 - 2. Photographic images shall be suitably staged and set up ("framed"), focused, and have adequate lighting to illuminate the Work and conditions that are the subject of the photograph.
 - 3. For still photographs and video, use digital camera equipment with resolution of not less than 16.0-megapixels.
 - 4. Do not imprint date and time in the image.
- B. Photographic Electronic Documents:
 - 1. For each still photograph submitted, furnish high-quality, high-resolution digital image in JPEG (".jpg") file format compatible with Microsoft Windows 10 and higher operating systems.
 - 2. GPS geo-tagging enabled and recorded with each image.
 - 3. Image Resolution: Sufficient for clear, high-resolution digital images and prints. Minimum resolution shall be 600 dots per inch (dpi). Minimum size of digital images shall be:
 - a. Non-Aerial Still Photographs: Eight inches by ten inches.
 - 4. Electronic Document image filename shall describe the image; do not submit filenames automatically created by camera. For example, acceptable Electronic Document image filenames are, "Equipment Bldg. – Looking West at Blower 2.jpg". and "Main St.-Elm St. Intersection – Looking North.jpg"
 - 5. Submittal of Electronic Documents Still Photographs:
 - a. When use of online document management system is required by the Contract Documents, also save copy of Electronic Documents of photographic documentation in a directory for Contractor's photographic images. Each time photographs are obtained, save the associated Electronic Documents files in a new subdirectory named for the

date and basic subject of the photographs. For example, “2022-06-30 – Site Work” and “2023-03-21 – New Control Room”.

- b. Submit Electronic Documents of still photographs not more than 72 hours after such images are obtained.

C. Video:

1. Video shall be high-definition (HD), high-quality video of the Site and Project work.
2. Submit all video files for the entire Project as Electronic Documents in a single type of container file. Electronic Document video files shall be in one of the following container file types:
 - a. “.mp4” (MPEG-4 Part 14).
 - b. “.wmv” (Windows Media Video).
 - c. “.webm” (Matroska Video).
 - d. “.mkv” (Matroska Video).
 - e. “.f4v” (Flash Video).
3. Video image shall include imprinted date and time the video was taken.
4. Include audio track narration, in American-English, sufficient to explain the scenes shown.
5. Electronic Document video filename shall indicate date video was taken and shall describe the video; do not submit filenames automatically created by camera. For example, acceptable Electronic Document video filenames are, “2023-07-24 – Site Work” or “2024-09-29 – Primary Clarifiers”.
6. Submittal of Video Electronic Documents:
 - a. Submit in accordance with online document management system, also save copy of Electronic Documents of video in a directory for Contractor’s photographic video documentation. Save each video to same directory. When video taken on the same visit to the Site depicts different parts of the Work, save as separate video files.

1.6 PRECONSTRUCTION PHOTOGRAPHIC DOCUMENTATION

A. Preconstruction Photographic Documentation:

1. Obtain and submit sufficient preconstruction photographic documentation to record conditions at the Site prior to construction. Photography shall document all work areas for the Project.
 2. Preconstruction photography is separate from construction progress photographic documentation required in this Section.
 3. Submit preconstruction video of all work areas included in the Project, including indoor and outdoor work areas and areas to be occupied by field offices, temporary sheds, material and equipment storage areas, staging and laydown areas, areas that will be used by or for construction vehicular traffic and parking, and other locations that will or may be disturbed by construction of the Project.
- B. If disagreement arises on the condition of the Site and insufficient preconstruction photographic documentation was submitted prior to the disagreement, restore the property in question to extent directed by Engineer and to Engineer’s satisfaction.

1.7 CONSTRUCTION PROGRESS PHOTOGRAPHIC DOCUMENTATION

A. Progress Photography:

1. Take still photographs not less often than every two weeks.
2. Take not less than 10 still photographs each time photographer is at the Site.
3. Obtain and submit exterior photographic documentation of each structure in the work area as directed by Engineer at the time photographs are taken.

B. Video:

1. Obtain construction progress video each time Contractor’s photographer is at the Site.

2. Construction progress videography shall cover all areas of work on the Project since the previous video was obtained.

1.8 FINAL PHOTOGRAPHIC DOCUMENTATION

A. Final Photography:

1. Take still photographs at time and day acceptable to Engineer. Do not take final photographs prior to Substantial Completion of the entire Project, removal of temporary facilities, and restoration. Work documented in final, still photographs shall be complete in accordance with the Contract Documents, including painting and finishing, furnishings, landscaping, and other visible Work
2. Submit not less than 10 final photographs, based on scope of the Project upon the Effective Date of the Contract. Proportionately modify the quantity of final, still photographs if scope of the Project is modified. Final, still photographs are not part of construction progress photographs required elsewhere in this Section.

B. Video:

1. Record final video at same time final, still photographs are taken.
2. Final video shall show final conditions of all areas of the Project.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Definition of various types of Submittals.
2. Coordination requirements for Submittals.
3. General provisions concerning Submittals.
4. Schedule of Submittals.
5. Contractor's preparation of Submittals, including:
 - a. Numbering.
 - b. Marking.
 - c. Organization and content.
 - d. Proposed "or-equals", substitutes, and deviations from Contract requirements.
 - e. Electronic Documents Submittals.
 - f. Contractor's review and approval of each Submittal.
 - g. Resubmittals.
6. Contractor's transmittal of Submittals, including transmittal letters, transmittal and delivery method, and delivery of Samples, Closeout Submittals, and Maintenance Materials Submittals.
7. Engineer's review, including:
 - a. Timing.
 - b. Meaning of Engineer's Submittal action code(disposition) assigned.
 - c. Delivery of Engineer's responses on Submittals.

B. Scope:

1. Contractor shall provide all labor, materials, equipment, tools, services, incidentals, and other effort necessary to furnish Shop Drawings, product data Submittals, Samples, and other Submittals in accordance with the Contract Documents.
2. This Section's Article, "General Provisions Concerning Submittals" includes a summary of the Contract Documents' locations of Submittals requirements.
3. Shop Drawings, product data Submittals, Samples, and other Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Engineer's approval or acceptance, as applicable, of a Submittal does not alter or modify the Contract Documents.
4. Engineer and Owner have the right to rely on Contractor's representations and certifications made regarding each Submittal.

1.2 REFERENCES

A. References – Introduction:

1. This Article presents definitions and terminology used in this Section and throughout the Contract Documents.
2. Applicability of the Term "Submittals": Where reference is made to Shop Drawings, product data Submittals, Samples, or other Submittals in this Section and elsewhere in the Contract Documents, the term "Submittals", as defined in the

Contract Documents, is intended. The foregoing applies regardless of whether such term is indicated with an initial capital letter, unless context of the subject provision clearly indicates otherwise.

3. Types of Submittals:

- a. Submittal types are classified as follows: (1) Action Submittals, (2) Informational Submittals, (3) Closeout Submittals, and (4) Maintenance Materials Submittals.
- b. Type of each required Submittal is indicated in the associated Specifications section. When Submittal type is not clearly indicated in the associated Specifications section, Submittal will be classified as indicated in this Article. Submit request for interpretation when Contractor is uncertain of required Submittal type.

B. Action Submittals:

1. Action Submittals require an explicit, written approval or other appropriate action by Engineer (or other entity to whom the Submittal is required to be furnished, in accordance with the Contract Documents) before Contractor may release the associated item(s) for raw materials procurement, fabrication, production, and shipping.
2. Unless otherwise indicated in the Contract Documents, Action Submittals include the following:
 - a. Shop Drawings.
 - b. Product data.
 - c. Samples.
 - d. Testing plans for quality control activities required by the Contract Documents.
 - e. Delegated Designs: Delegated design professional's "instruments of service" Submittals required by the Contract Documents.
3. General Conditions' requirements for Shop Drawings and Samples hereby apply to all Action Submittals.

C. Informational Submittals:

1. Informational Submittals are so indicated in the Contract Documents. Unless otherwise indicated, Informational Submittals include certifications, evaluation reports, results of source quality control activities, results of field quality control activities, Supplier instructions, reports of Suppliers' visits to the Site, sustainable design Submittals (that are not Closeout Submittals), delegated design Submittals that are not "instruments of service" Submittals, qualifications statements, and others.
2. Informational Submittals, when submitted in accordance with the Contract and indicating full compliance with the Contract Documents, do not require explicit response from Engineer (or other entity to whom the Submittal is to be delivered); Engineer's (or other entity's) acceptance thereof will be indicated in the Engineer's Submittals log. Copy of Engineer's Submittals log is available to Contractor upon Contractor's written request.
3. When Informational Submittal does not indicate full compliance with the Contract Documents, Engineer (or other entity to which Submittal is to be delivered) will indicate the non-compliance in a written response to Contractor.

D. Closeout Submittals:

1. Closeout Submittals are so indicated in the Contract Documents and are, in general, required before the associated Work is completed, unless earlier submittal is required by the Contract Documents.

2. Unless indicated otherwise in the Contract Documents, Closeout Submittals include maintenance contracts, operation and maintenance data, warranties, bonds (other than performance and payment bonds required prior to the start of construction), record documents, sustainable design closeout Submittals, software, keys, and others.
3. Closeout Submittals are processed in the same manner as described above for Informational Submittals.

E. Maintenance Materials Submittals:

1. Maintenance materials include spare parts, extra materials, tools, and similar items required to be furnished in accordance with the Contract Documents.
2. Furnish required physical maintenance materials, delivered to Owner or facility manager (if other than Owner), as applicable, at the location(s) indicated in the Contract Documents, for the corresponding required Maintenance Materials Submittals.
3. Maintenance Materials Submittals are documentation of delivery to Owner's or facility manager, and their acceptance of, required physical maintenance materials.
4. Maintenance Materials Submittals are processed in the same manner as described above for Informational Submittals.

F. Additional Terms:

1. The following terms have the meanings indicated below, regardless of whether such terms are indicated using initial capital letters, and apply to singular and plural of each:
 - a. "Product data" means illustrations, standard schedules, performance charts, Supplier's published instructions, brochures, diagrams, and other information furnished by Contractor to illustrate or describe materials or equipment for some portion of the Work. In general, product data are manufacturers' pre-published information on the items proposed to be incorporated into the Work. Product data includes manufacturer's catalog pages and similar documents with contractor-made markings and indications of proposed products and proposed options.
 - b. The term "Shop Drawings", defined in the General Conditions, is supplemented by the following: Shop Drawings include: (1) fabrication and assembly drawings, usually having a title block, or (2) schedules, prepared specifically for the Project. Here, "schedules" means a Project-specific summary of systems and components, such as a schedule of HVAC equipment, schedules of doors and door hardware, or windows, or a schedule of paint systems by room and surface, or other, similar Project information in a tabular format. In contrast, construction Progress Schedules, Schedules of Submittals, and Schedules of Values are not Shop Drawings. Unless expressly required otherwise in the Contract Documents, Shop Drawings shall not be prepared from, or on, the Drawings or any other component of the Contract Documents.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Furnish Submittals well in advance of need for the associated material or equipment, or procedure (as applicable), in the Work and with ample time necessary for delivery of materials and equipment and to implement procedures following Engineer's approval or acceptance of the associated Submittal.
2. Work covered by a Submittal will not be included in payments by Owner until approval or acceptance (as applicable) of related Submittals has been obtained in accordance with the Contract Documents.

1.4 GENERAL PROVISIONS CONCERNING SUBMITTALS

A. Locations of Requirements:

1. Requirements concerning Submittals are generally located as follows:
 - a. General Conditions, as may be modified by the Supplementary Conditions, applicable to the Project.
 - b. This Section which presents general requirements for Submittals applicable to the Project.
 - c. The Drawings which indicate expected Submittals directly on the Drawings.
 - d. Other Division 01 Specifications that may include general requirements for certain types of Submittals.
 - e. The "Submittals" Article of the various Specifications sections, which indicates the required Submittals for the associated Work. Furnish all Submittals required by the Contract Documents regardless of whether explicitly indicated in the associated Specifications' "Submittals" Article.

- B. This Section augments and supplements the requirements of the General Conditions, as may be modified by the Supplementary Conditions, relative to Submittals.

1.5 SCHEDULE OF SUBMITTALS

A. Informational Submittals: Submit the following:

1. Schedule of Submittals:
 - a. Timing:
 - 1) Furnish Schedule of Submittals within time frames indicated in the General Conditions, as may be modified by the Supplementary Conditions.
 - 2) Submit updated Schedule of Submittals with each submittal of the updated Progress Schedule.
 - b. Content: In accordance with the General Conditions, as may be modified by the Supplementary Conditions, and this Section. Requirements for content of preliminary Schedule of Submittals and subsequent Submittals of the Schedule of Submittals are identical. Identify on Schedule of Submittals all Submittals required in the Contract Documents. Updates of Schedule of Submittals shall show scheduled dates and actual dates for completed tasks. Clearly indicate Submittals that are on the Project's critical path. Indicate the following for each Submittal:
 - 1) Date by which Submittal will be received by Engineer.
 - 2) Whether Submittal will be for a substitution or "or-equal".
 - 3) Date by which Engineer's response is required. Allow not less than 14 days for Engineer's review, starting on Engineer's actual receipt of each Submittal. Allow increased time for large or complex Submittals.
 - 4) For Submittals for materials or equipment, date by which material or equipment must be at the Site to avoid delaying the Work and to avoid delaying the work of others (if any).
 - c. Prepare Schedule of Submittals using same software, and in same format, specified for Progress Schedules.
 - d. Coordinate Schedule of Submittals with the Progress Schedule.
 - e. Schedule of Submittals that is not compatible with the Progress Schedule, or that does not indicate Submittals on the Project's critical path, or that places extraordinary demands on Engineer for time and resources, is unacceptable. Do not include Submittals not required by the Contract Documents.

- f. In preparing Schedule of Submittals:
 - 1) Considering the nature and complexity of each Submittal, allow sufficient time for reviews and revisions.
 - 2) Allow reasonable time for: Engineer's review and processing of Submittals, for Submittals to be revised and resubmitted, and for returning Submittals to Contractor.
 - 3) Identify and accordingly schedule Submittals that are expected to have long anticipated review times.

1.6 PREPARATION OF SUBMITTALS

A. Prior to Submittal Preparation:

1. The General Conditions, as may be modified by the Supplementary Conditions, address Contractor's responsibility for submitting for Owner's acceptance identification of Subcontractors and Suppliers. Obtain Owner's acceptance before entering into subcontracts and purchase orders for the Work.
2. Comply with the Contract Documents relative to terms and conditions of subcontracts and purchase orders for the Work.
3. Contractor's responsibilities for the following are set forth in the General Conditions, as may be modified by the Supplementary Conditions, and as may be augmented elsewhere in the Contract Documents:
 - a. Obtaining field measurements and dimensions.
 - b. Determining and verifying required quantities.
 - c. Verifying compatibility of materials.
 - d. Apportioning the Work among Subcontractors, Suppliers, and Contractor.
 - e. Reconciling required materials, equipment, and other Contract requirements with Contractor's means, methods, techniques, sequences, and procedures of construction and with Contractor's safety and protection programs and precautions incident thereto.
 - f. Reviewing applicable provisions of the Contract Documents and obtaining from Engineer necessary interpretations or clarifications.

B. Submittal Identification:

1. Submittal Number: Shall be a unique number assigned to each individual Submittal. Assign Submittal numbers as follows:
 - a. First part of Submittal number shall be the applicable Specifications section number, followed by a hyphen.
 - b. Second part of Submittal number shall be a three-digit number (sequentially numbered from 001 through 999) assigned to each separate Submittal furnished under the associated Specifications section.
 - c. Example: Submittal number for the third Submittal furnished for Section 10 14 00 - Signage, would be "10 14 00-003".
2. Review Cycle Number: Each resubmittal of a given Submittal shall be indicated with a lower-case letter designation:
 - a. No letter designation for initial (first) submittal of the Submittal number.
 - b. "a" shall indicate first resubmittal of the Submittal number.
 - c. "b" shall indicate second resubmittal of the Submittal number.
3. Examples:

Example Description	Submittal Identification
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	Submittal No.	Review Cycle
Initial (first) review cycle of the third Submittal furnished under Section 10 14 00 – Signage	10 14 00-003-1	
Second review cycle (first resubmittal) of third Submittal furnished under Section 10 14 00 - Signage	10 14 00-003-1	a

C. Marking of Submittals:

1. Mark on each page of each Submittal and each individual component submitted with Submittal number and applicable Specifications paragraph.
2. Mark each page of each Submittal with the Submittal page number.
3. Each Shop Drawing sheet shall have title block with complete identifying information satisfactory to Engineer.
4. For product data Submittals, operation and maintenance data Submittals, and other Submittals:
 - a. Contractor's, Subcontractor's, and Supplier's written comments on Shop Drawings and product data diagrams shall be colored green
 - b. Mark options to be furnished using broad, dark arrows or "clouds" clearly drawn around the relevant text or diagrams.
 - 1) Do not use highlighter for indicating options and features.
 - 2) Indicate options and features not furnished using clear strikeouts through the text or diagrams.

D. Submittal Organization and Content – General:

1. Page or Sheet Size; Furnish Submittals with one or more of the following page or sheet sizes: (a) 8.5 inches by 11 inches; (b) 11 inches by 17 inches; (c) 22 inches by 34 inches; unless another sheet size is acceptable to Engineer.
2. Language: All parts of each Submittal shall be in the English language.
3. Units of Measurement: Clearly indicate units of measurement on Shop Drawings, product data Submittals, record documentation, and operation and maintenance data Submittals.
4. Organize each Submittal logically to facilitate ease of understanding and review.
5. To the extent practicable, arrange Submittal information in same order as requirements are written in the associated Specifications section.
6. Each Submittal shall cover Work under only one Specifications section.
7. To the extent practicable, package together Submittals for the same Specifications section. Do not furnish required information piecemeal.
8. For large or complex Submittals, include a title page and table of contents.
9. Include appropriately labeled fly sheets to separate distinct parts of each Submittal.
10. Ensure legibility of all pages in each Submittal.
11. Minimize extraneous and unnecessary information in Submittals for materials and equipment. Do not submit information not relevant to the Submittal and associated requirements of the Contract Documents.
12. Do not submit under Specifications sections with title that includes either, "Common Work Results for" or, "Basic Requirements", unless the subject material or equipment is specified, in total, in a Specifications section with the words, "Common Work Results for" or, "Basic Requirements" in its title.

E. Electronic Documents Submittals:

1. Format: Electronic Documents Submittals shall be “portable document format” (.PDF) files unless expressly required otherwise by applicable provisions of the Contract Documents.
 2. Electronic Documents Submittals must be electronically searchable when delivered to Engineer and other recipients.
 3. Organization and Content:
 - a. Each Electronic Documents Submittal shall be one file; do not divide individual Submittals into multiple Electronic Documents files each unless file size will exceed 15 MB.
 - b. When Submittal is large or contains multiple parts, furnish PDF file with suitably titled electronic bookmark for each section of the Submittal.
 - c. Content shall be identical to paper or other original Submittal. First page of each Electronic Documents Submittal shall be transmittal letter required in this’s Paragraph 1.7.A.
 4. Quality and Legibility: Electronic Documents Submittal files shall be made from the original and shall be clear and legible. Markings applied by Contractor, Subcontractor, or Supplier shall be clear, distinct, and readily apparent. Electronic Documents file shall be full size of original documents. Properly orient all pages for convenient reading on a computer display; do not furnish pages sideways or upside-down.
 5. Provide sufficient internet service, software, and systems for Contractor with capability appropriate for transmitting the necessary files and receiving responses from Engineer or other entities.
 6. Check not less than once per day for distribution of Electronic Documents Submittals responses and related Electronic Documents correspondence.
- F. Proposed “Or-Equals”, Substitutes, and Deviations from Contract Requirements:
1. “Or-Equals”:
 - a. Expressly and prominently indicate, “Proposed Or-Equal” on the associated Action Submittals when Submittal is for an “or-equal”.
 - b. Submittals requesting approval of an “or-equal” but not accompanied by the required, supplemental information will be deemed incomplete by Engineer and returned to Contractor without approval.
 2. Substitutes:
 - a. Contractor’s request for approval of substitute is separate from the associated Action Submittal(s). Action Submittals that request approval of a substitute when a separate, formal substitution request (furnished in accordance with the Contract Documents) was not previously furnished to Engineer, followed by formal approval in via an appropriate contract modification (typically either a Field Order or Change Order), will be deemed by Engineer as non-compliant with the Contract Documents and will be returned to Contractor without approval.
 - b. Contractor is solely responsible for delays incurred due to substitutes proposed via Submittals that have not been previously duly approved via an appropriate Contract modification.
 - c. Action Submittals for items or procedures approved via an appropriate Contract modification shall include a copy of the Contract modification in which the substitute was approved.
 3. Submittals with Proposed Deviations from Contract Requirements:

- a. When Submittal proposes deviations from requirements of the Contract Documents, the Submittal shall clearly and expressly indicate each proposed deviation.
- b. Also comply with this Section's provision, in the Article below, on Contractor's transmittal letter expressly alerting Engineer to the proposed deviations.
- c. Comply with requirements of the Contract regarding substitutes and "or-equals".
- d. When deviation is proposed, also appropriately revise text of Contractor's approval, from that required below in this Article.
- e. When Submittal includes deviations from Contract requirements and either the Submittal itself, Contractor's transmittal letter, or both, do not comply fully with Contract requirements for indicating deviations in Submittals and giving separate written notice thereof, Engineer's approval of such deviations will be deemed null and void unless Engineer's written response to the Submittal has expressly acknowledged such deviation and indicated Engineer's approval thereof.
- f. Contractor is solely responsible for delays and costs incurred due to any and all Submittals with deviations from Contract requirements that were not properly, expressly indicated and approved in accordance with the Contract Documents. Deviations not duly approved in accordance with the Contract Documents may be deemed defective Work. Contractor is solely responsible for remedying defective Work and all associated cost and time impacts.

G. Contractor's Approval of Submittals:

1. Contractor's Review: Before transmitting Submittals to Engineer, review each Submittal to:
 - a. Ensure proper coordination of the Work.
 - b. Determine that each Submittal is in accordance with Contractor's desires.
 - c. Verify that Submittal contains sufficient information for Engineer to determine compliance with the Contract Documents.
2. Incomplete or inadequate Submittals will be returned without detailed review by Engineer.
3. Contractor's Approval Stamp and Signature:
 - a. Each Submittal furnished shall bear Contractor's approval stamp (or facsimile thereof) and signature, as evidence that the Submittal has been reviewed and approved by Contractor and verified as complete and in accordance with the Contract Documents.
 - b. Submittals without Contractor's approval and signature (as required by the contract Documents) will be returned to Contractor without further review by Engineer and deemed incomplete.
 - c. Engineer reserves the right to reject as incomplete Submittals where Contractor's approval signature appears computer-generated or reproduced without the active involvement or review of Contractor's signatory.

- d. Contractor's approval shall contain the following text:

Project Name: _____
Contractor's Name: _____
Contract Designation: _____
Date: _____

----- *Reference* -----

Submittal Title: _____
Specifications: _____
Section: _____
Page No.: _____
Paragraph No.: _____
Drawing No.: [] of _____
Location of Work: _____

Submittal No. and Review Cycle: _____
Coordinated by Contractor with Submittal Nos.: _____

I hereby certify that Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this Submittal, including: (1) reviewed and coordinated the Submittal with other Submittals and with the requirements of the Work and the Contract Documents; (2) determined and verified all: field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal, (b) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work, and (c) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; (3) confirmed the Submittal is complete with respect to all related data included in the Submittal; and (4) clearly and expressly indicated all proposed deviations (if any) from the requirements of the Contract Documents both in the Submittal itself and in the Submittal's transmittal letter. Accordingly, this Submittal is hereby approved for Contractor by:

Approved for Contractor by: _____

H. Resubmittals:

1. Refer to the General Conditions, as may be modified by the Supplementary Conditions, for requirements regarding resubmitting required Submittals.
2. In addition to limits on the quantity of resubmittals, as indicated in the General Conditions, Contractor shall furnish Submittals with such completeness, accuracy, and compliance with the Contract Documents to obtain Engineer's approval or acceptance, as applicable, without the total quantity of Submittals furnished, including all initial Submittals and all resubmittals, exceeding 50 of the number of Submittals indicated on the Schedule of Submittals initially accepted by Engineer, plus a corresponding percentage of the quantity of Submittals required by Change Orders, Work Change Directives, and Field Orders.
3. Do not increase the scope of prior review cycle of the same Submittal.

4. Indicate on Contractor's transmittal letter how Submittal was revised from previous review cycle of the Submittal and where the revisions or corrections are located within the resubmittal.
5. Expressly address and provide response for all components previously transmitted by Engineer on prior review cycles of the subject Submittal. Where resubmittal lacks complete response to Engineer's prior comments, Engineer may deem such resubmittal as incomplete and return it to Contractor without further review.
6. Where part of the Submittal's prior review cycle was expressly approved or accepted, as applicable, by Engineer, do not include such items in subsequent resubmittals.
7. Indicate, "Not Yet Resolved—To Be Resubmitted at a Later Date" for any items not approved in prior review cycle of the Submittal for items not included in the subject resubmittal. Engineer reserves the right to deem incomplete Submittals "Not Approved" or "Revise and Resubmit". Furnishing incomplete or partial resubmittals is discouraged.
8. Resubmittal of Previously Approved or Accepted Items:
 - a. Do not resubmit on a given item previously approved or accepted, as applicable, by Engineer, without Engineer's advance consent. Consent will be given for bona-fide unavailability of a previously approved or accepted item where Contractor has acted in good faith in a timely manner with due diligence to comply with the Contract Times.
 - b. Destroy or conspicuously mark "SUPERSEDED" on all documents having previously received Engineer's approval or acceptance, as applicable, that are superseded by a resubmittal.

1.7 TRANSMITTAL OF SUBMITTALS BY CONTRACTOR

A. Contractor's Transmittal Letters for Submittals:

1. Furnish separate transmittal letter with each Submittal. Use transmittal form attached to this Section (as Exhibit 01 33 00-A) unless other transmittal form is acceptable to Engineer at the start of the Project's construction.
2. When transmittal form other than this Section's Exhibit 01 33 00-A is acceptable to Engineer, at beginning of each transmittal, include a reference heading indicating: Contractor's name, Owner's name, Project designation, Contract designation, transmittal number, and Submittal number (with review cycle).
3. "Or-Equals": When the Submittal is proposing an "or-equal", expressly so indicate on transmittal form submitted by Contractor.
4. Proposed Deviations from Contract Requirements: When the Submittal proposes deviations from requirements of the Contract Documents, transmittal letter shall specifically describe each proposed deviation.

B. Submittal Delivery Method:

1. This provision presents general requirements for delivery of all Submittals unless otherwise required elsewhere in the Contract Documents.
2. Furnish Submittals as Electronic Documents
3. Furnish Submittals to Engineer and each other entity indicated in the Contract Documents as receiving a Submittal directly from Contractor.

C. Samples - Transmittal and Delivery:

1. Labeling and Tagging Samples:
 - a. Securely label or tag each Sample with Submittal identification number.

- b. Label or tag shall include clear space at least 4 inches by 4 inches in size for affixing Engineer's review stamp indicating disposition assigned by Engineer.
 - c. Label or tag shall not cover, conceal, or alter Sample's appearance or features.
 - d. Label or tag shall not be separated from the Sample.
 - 2. Timing: Deliver required Samples concurrently with other Action Submittals required for the same element of the Work, unless other delivery time frame is indicated in the Schedule of Submittals accepted by Engineer.
 - 3. Quantity Required:
 - a. Where the Contract Documents require a Sample as a field mock-up, provide Sample at the Site or in the Work at location acceptable to Engineer. Provide the quantity of field mock-ups required by the contract Documents; if not otherwise shown or specified, provide one of each required field mock-up. .
 - b. For reasonably portable Samples, deliver the quantity of Samples required in the associated Specifications. If quantity of Samples is not indicated in the associated Specifications section, deliver to Engineer not less than three identical Samples of each item for which Sample is required.
 - c. Samples will not be returned to Contractor. If Contractor requires Sample(s) for Contractor's use, so advise Engineer in writing and furnish additional copies of the Sample. Contractor is responsible for furnishing, shipping, and transporting additional Samples.
 - 4. Locations for Delivery of Reasonably Portable Samples for Review:
 - a. Deliver one physical Sample to Owner.
- D. Closeout Submittals –Transmittal and Delivery:
- 1. Furnish the following Closeout Submittals in accordance with general requirements for transmitting and delivering Submittals, indicated above in this Article: maintenance contracts; warranty bonds (when required) and other bonds required for specific materials, equipment, or systems; warranty documentation; and sustainable design closeout documentation (when required). On documents such as maintenance contracts and bonds, include on each document furnished original ("wet") signature of entity issuing said document. When original "wet" signatures are required, furnish such Submittals to Engineer both on original paper and as Electronic Documents, and to other entities furnish as indicated above in this Article for general requirements for Submittals.
 - 2. Record Documents: Submit in accordance with Section 01 78 39 – Project Record Documents.
 - 3. Software: In addition to software installed on Owner's computer system, furnish number of copies of software required in the Specifications section where the software is specified. Preferred means of transmittal is via secure file transfer directly to Owner (or facility manager, if other than Owner) via secure file transfer method mutually acceptable to software developer and the receiving entity. When secure file transfer is used, submit to Engineer documentation signed or electronically acknowledged by Owner that the files were received. Where such software is available only on the software developer's portable media, furnish such software on software developer's original, portable media, sealed in software developer's original, unopened, clearly labeled packaging.
- E. Maintenance Materials Submittals – Delivery:
- 1. Deliver physical maintenance materials required by the Contract Documents in accordance with applicable provisions of the Contract.
 - 2. Submit documentation of delivery of (Maintenance Materials Submittals) in accordance with general requirements for Submittals as indicated in this Section.

1.8 ENGINEER'S REVIEW OF SUBMITTALS

- A. This Article applies to review of all Submittals by Engineer or other entity to whom the Contract Documents require such Submittal be furnished.
- B. Timing:
 - 1. Timing of Engineer's review will be in accordance with the Schedule of Submittals accepted by Engineer.
 - 2. When Submittal is delivered to Engineer on a date other than that indicated in the Schedule of Submittals accepted by Engineer, duration of Engineer's review may differ from that indicated in the Schedule of Submittals, based on Engineer's availability and resources. Engineer will make good-faith effort to furnish responses to Submittals in a timely manner.
 - 3. Contractor is responsible for communicating to Engineer when a Submittal is on the Project's critical path.
- C. Engineer's Review:
 - 1. Markings:
 - a. Comments or responses marked directly on Submittal by Engineer (or other entity reviewing Submittal) will be colored red.
 - b. Engineer may also present narrative comments on a comment sheet inserted by Engineer into the Submittal or included on Engineer's transmittal letter for the Submittal. Such comments will be in black text. When a separate comment sheet is included by Engineer, such sheet will be clearly identified as Engineer's comments.
 - 2. Engineer's review and disposition assigned to Submittal are subject to the following:
 - a. Submittal disposition is subject to: Engineer's comments on the Submittal; disclaimer language on Engineer's Submittal transmittal letter; Engineer's Submittal review stamp (when used) or equivalent (when used); and this provision.
 - b. Engineer's review is only for general compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, and for general compliance with the information given in the Contract Documents.
 - c. Contractor shall be solely responsible for complying with the Contract Documents, as well as with Supplier instructions consistent with the Contract Documents, Owner's directions, and Laws and Regulations. Contractor is solely responsible for obtaining, correlating, confirming, and correcting dimensions at the Site; quantities; information and choices pertaining to fabrication processes; means, methods, sequences, procedures, and techniques of construction; safety precautions and programs incident thereto; and for coordinating the work of all trades.
 - d. Engineer is not responsible for resubmittals not yet furnished by Contractor or tracking Contractor's progress on resubmittals.
 - 3. Documents not required by the Contract Documents but nonetheless furnished by Contractor as submittals will not be reviewed by Engineer.
- D. Meaning of Submittal disposition Assigned by Engineer:
 - 1. Action Submittals:
 - a. "Approved" (Action Code A): Upon return of Submittal marked "Approved", order, ship, or fabricate materials and equipment included in the Submittal (pending Engineer's approval or acceptance, as applicable, of production-

related qualifications statements and certifications, and required source quality control Submittals) or otherwise proceed with the Work in accordance with the Submittal and the Contract Documents.

- b. "Approved as Noted" (Action Code B): Upon return of Submittal marked "Approved as Noted", order, ship, or fabricate materials and equipment included in the Submittal (pending Engineer's approval or acceptance, as applicable, of production-related qualifications statements and certifications, and required source quality control Submittals) or otherwise proceed with the Work in accordance with the Submittal and the Contract Documents, and in accordance with Engineer's comments and notes indicated in Engineer's Submittal response
 - c. "Revise and Resubmit" (Action Code C): Upon return of Submittal marked "Revise and Resubmit", make the revisions necessary and indicated and resubmit to Engineer for approval.
 - d. "Not Approved" (Action Code D): This disposition indicates material or equipment that cannot be approved. "Not Approved" disposition may also be applied to Submittals that are incomplete. Upon return of Submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment, with a complete Submittal clearly indicating all information required.
2. Informational, Closeout, and Maintenance Materials Submittals:
- a. "Accepted" (Action Code F): Information included in Submittal complies with the applicable requirements of the Contract Documents and is acceptable. No further action by Contractor is required relative to such Submittal, and the Work covered by the Submittal may proceed. Materials and equipment with Submittals with this disposition may be shipped or operated, as applicable. Submittals assigned "Accepted" by Engineer (or other reviewing entity) does not indicate Engineer's acceptance of the associated Work, which is indicated only as set forth in the General Conditions and Section 01 77 19 – Closeout Requirements.
 - b. "Not Acceptable" (Action Code G): Submittal, or part thereof, does not indicate full compliance with applicable requirements of the Contract Documents and is not acceptable. Provide labor, materials, equipment, services, and incidentals necessary to properly and accurately revise Submittal and resubmit to indicate acceptability and compliance with the Contract Documents
3. Other:
- a. "Submittal Not Reviewed" (Action Code E): Documents so marked by Engineer are not required by the Contract Documents. Submittals may also be marked with this disposition when information in the document was previously reviewed and approved or accepted by Engineer, as applicable.

E. Distribution of Engineer's Responses:

- 1. Unless otherwise indicated in the Contract Documents, Engineer will distribute written responses (as Electronic Documents) to Submittals to the following:
 - a. Contractor.
 - b. Owner.
 - c. Engineer's file.
- 2. Engineer's acceptance of Informational Submittals, Closeout Submittals, and Maintenance Materials Submittals will be recorded in Engineer's Submittal log. Copy of Engineer's Submittals log is available from Engineer upon written request of Owner or Contractor. If no such request is received by Engineer, Engineer will distribute copy of Engineer's Submittals log once per month (when Submittals have

been received or acted on by Engineer). Engineer may distribute copy of Engineer's Submittals log as an Electronic Document or as handout at construction progress meetings.

3. Paper copies of Engineer's Submittal responses will not be distributed unless otherwise required by the Contract Documents or otherwise agreed to by Engineer.
4. Contractor is responsible for forwarding Engineer's Submittals responses to Subcontractors and Suppliers as appropriate, and for coordinating the Work of all trades.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. The documents listed below, following this Section's "End of Section" designation, are part of this Specifications Section:
 1. "Exhibit 01 33 00-A – Transmittal for Submittal No. ##" (one page).

END OF SECTION

Transmittal for Submittal No. _____ - _____

Project Name:				Date Received:	
Project Owner:				Checked By:	
Contractor:		HDR Engineering, Inc.		Log Page:	
Address:		Address:		HDR No.:	
				Spec Section:	
				Drawing/Detail No.:	
Attn (Contractor):		Attn (HDR):		Review Cycle	
Date Transmitted by Contractor:		Date of Engineer's Response Transmittal:			
Item No.	Submittal No.	Description (indicate number of copies where paper copies of physical Samples are returned)	Manufacturer	Supplier Dwg or Data No.	Engineer's Disposition (Action Code) *
1					
2					
3					
4					
Contractor's Remarks (insert text):					
Engineer's Remarks (insert text): :					
* Legend for Action Code indicated above, assigned by Engineer:					
Action Submittal: A – Approved B – Approved as Noted C – Revise and Resubmit D – Not Approved			E – Submittal Not Reviewed Informational, Closeout, or Maintenance Materials Submittal: F – Accepted (this code normally recorded in Engineer's Submittals log). G – Not Acceptable		
Engineer's Disclaimer (for Submittals that do <u>not</u> involve delegated design):					
a. Submittal action code is subject to: Engineer's comments on the Submittal, comment sheets (if any), and this transmittal letter; disclaimer language on Engineer's Submittal review stamp or equivalent; and Specifications Section 01 33 00 – Submittal Procedures. b. Engineer's review is only for general compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, and for general compliance with the information given in the Contract Documents. c. Contractor shall be solely responsible for complying with the Contract Documents, as well as with Supplier instructions consistent with the Contract Documents, Owner's directions, and Laws and Regulations. Contractor is solely responsible for obtaining, correlating, confirming, and correcting dimensions at the Site; quantities; information and choices pertaining to fabrication processes; means, methods, sequences, procedures, and techniques of construction; safety precautions and programs incident thereto; and for coordinating the work of all trades. d. Engineer is not responsible for resubmittals or tracking progress of resubmittals.					
Reviewed for HDR by:				Date of Engineer's Review:	
Distribution:		Contractor	File	Field	Owner
					Other

SECTION 01 41 24
PERMIT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. General requirements relative to permitting of which Owner and Engineer are aware that apply to the Work.
2. Required municipal and USFS permits and licenses of which Owner and Engineer are aware.

B. Scope:

1. Contractor shall provide labor, materials, equipment, tools, and incidentals shown, specified, and required to obtain required permits and comply with required permits and licenses.
2. Obtain, pay for, and comply with required permits and licenses not indicated in this Specifications section or elsewhere in the Contract Documents.
3. Due to proximity to the Town of Mt. Crested Butte, the Contractor shall abide by either Town Code or Gunnison County Specifications including, but not limited to; work hours, dust control, erosion control, whichever is more stringent.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate compliance with permit and license requirements with Work under other Specifications sections and with other contractors, if any, working at the Site.
2. Coordinate with the Progress Schedule the time required to apply for and obtain required permits and licenses and to comply with requirements thereof. Changes in Contract Times or Contract Price will not be authorized because of timing and costs associated with obtaining permits and licenses required for the Work.

1.3 PERMITS AND LICENSES

A. Permits:

1. Gunnison County Building Permit (BP-26-00190) Water Tank Ringwall Foundation Repair.
2. U.S. Forest Service Special Use Permit.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Defined terms and terminology.
2. Construction Codes: Indication of applicable building code and other construction codes.
3. Referenced Standard Specifications and Construction Guidelines: Indication of Owner's or third-party specifications and construction standards applicable to one or more parts of the Work.
4. Abbreviations in general use in the Contract Documents.
5. Reference Standards: General requirements regarding reference standards, including a listing of reference standard-issuing organizations (and their acronyms) used in the Contract Documents.

1.2 REFERENCES

A. Contract Language Addressed to Contractor:

1. Unless expressly indicated otherwise, language of the Contract Documents addresses Contractor, and the Contract Documents show and indicate Contractor's obligations.
2. Unless indicated otherwise, expressions such as, "provide", "furnish", "install", "perform", "retain services of", "remove", "demolish", "replace", and the like refer to Contractor's obligations under the Contract.

B. Defined Terms:

1. Defined terms, indicated with initial capital letters or with all-capital letters, used in the Contract Documents, are indicated in the General Conditions, as may be modified by the Supplementary Conditions. Additional defined terms, if any, in general use in the Contract Documents are indicated below. Where used, such defined terms apply to the singular and plural thereof.
2. Additional defined terms, applicable to the Work of a given Specifications Section, may be indicated in the associated Specifications Section.

C. Terminology:

1. Terminology, indicated without initial capital letters, used in the Contract Documents, are indicated in the General Conditions, as may be modified by the Supplementary Conditions. Additional terminology in general use in the Contract Documents are indicated below. Where used, such terminology applies to the singular and plural thereof.
 - a. "Shown" means information or requirements presented on the Drawings, in schedules, or in other types of graphic instruments.
 - b. "Indicated" means, as applicable: (1) graphic representations, notes, or schedules on the Drawings, or (2) other paragraphs, provisions, tables, or schedules in the Specifications and elsewhere in the Contract Documents.
 - c. "Specified", "noted", "scheduled", and similar terms, have the same meaning as "shown" and "indicated", as applicable, and are used to help the user locate the reference without limitation on the location.
 - d. "Installer", "applicator", or "erector" is Contractor's employees or Subcontractor, engaged to perform a specific construction activity, including installation, erection, application, or similar Work. Installers shall be experienced in the Work that installer is engaged to perform.
 - e. "Experienced", when used in conjunction with terms such as "installer", "Subcontractor", "Supplier", "manufacturer", and similar terms means (unless expressly indicated

otherwise for the subject Work elsewhere in the Contract Documents) such person or entity, as applicable, has successfully completed not less than five previous projects similar in size, scope, and complexity to such person's or entity's work on this Project; being familiar with the special requirements indicated and required; being familiar with Laws and Regulations; and having complied with requirements of authorities having jurisdiction, and complying with written requirements of the Supplier of the material or equipment being installed.

- f. "Assigned specialists" and similar terms: Certain Specifications require specific construction activities be performed by specialists with recognized, extensive experience in such operations. Engage said specialists for such activities, and their engagement is a requirement over which Contractor has no option. These requirements do not conflict with enforcement of building codes and other Laws and Regulations. Such requirements are not intended to interfere with local trade union jurisdictional settlements and similar conventions. Such assignments shall not relieve Contractor of responsibility for complying with the requirements of the Contract Documents.
 - g. Trades: Use of terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter", unless otherwise indicated in the Contract Documents or required by Laws or Regulations, or required by an applicable project labor agreement. Such terminology also does not imply that indicated requirements apply exclusively to trade personnel of the corresponding generic name..
2. Additional terminology, applicable to the Work of a given Specifications Section, may be indicated in the associated Specifications Section.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:

1. References in the Contract Documents to local building and construction code(s) means the following:
 - a. Gunnison County, Building Code.
 - b. Mt. Crested Butte Water & Sanitation District, Standards & Specifications for Water System Construction.

1.4 REFERENCED STANDARD SPECIFICATIONS AND CONSTRUCTION GUIDELINES

- A. Except as otherwise shown or indicated in the Contract Documents, the Work shall comply with the Contract Documents and the following referenced specifications and construction guidelines:
 1. Building Codes by Gunnison County, which can be obtained at <https://www.gunnisoncounty.org/410/Building-Codes>.
 2. Standards & Specifications for Water System Construction by Mt. Crested Butte Water & Sanitation District, which can be obtained at <https://www.mcbwsd.com/rules-regulations-standards-specifications>.
 3. Engineer is not the author of, is not responsible for, and did not seal and sign the referenced specifications and construction guidelines indicated above. Such referenced specifications and construction guidelines are not part of the Contract Documents. Where compliance with referenced specifications or construction guidelines is required by the Contract but requirements are unclear or conflict with requirements of the Contract Documents, submit to Engineer request for interpretation or clarification.
- B. Maintain at the Site complete copy (in either paper or electronic form) of referenced specifications and construction guidelines indicated above. Make such copy available for Engineer's or Owner's Site Representative's (OSR) use in Contractor's field office at the Site.

1.5 ABBREVIATIONS.

A. Abbreviations - General:

1. Abbreviations commonly used in the Contract Documents are indicated in this Article or on the Drawings, except as further indicated in the following paragraphs, .
 2. Additional abbreviations, specific to the Work of a given Specifications section, may be indicated in the associated Specifications.
- B. Common abbreviations that may be used in the Contract Documents are indicated below, alphabetically by their written-out meaning:

Alternating current	AC
Ampere	A, or amp
Americans with Disabilities Act	ADA
Americans with Disabilities Act Accessibility Guidelines	ADAAG
Ante meridian	a.m.
Architectural barriers act	ABA
Average	avg
Biochemical oxygen demand	BOD
Five-day biochemical oxygen demand	BOD ₅
Brake horsepower	Bhp or BHP
British thermal unit	Btu
Building information model	BIM
Carbonaceous biochemical oxygen demand	CBOD
Five-day carbonaceous biochemical oxygen demand	CBOD ₅
Chemical oxygen demand	COD
Celsius (or Centigrade)	C
Chlorinated polyvinyl chloride	CPVC
Chlorofluorocarbons	CFC
Centimeter	cm
Code of Federal Regulations	CFR
Computer-aided drafting and design	CADD, or CAD
Cubic inch	cu in, or CU IN, or in ³
Cubic foot	cu ft, or CU FT, cf, CF, or ft ³
Cubic yard	cu yd, or CU YD, or CY, or yd ³
Cubic feet per minute	CFM, or cfm
Cubic feet per second	CFS, or cfs
Decibel	dB, dBA, or dBa
Degree Celsius	degrees C, °C, or deg C
Degrees Fahrenheit	degrees F, °F, or deg F
Diameter	dia
Direct current	DC
Dollars	\$

Each	ea
Efficiency	eff
Fahrenheit	F
Feet	ft or FT
Feet per hour	FPH, or ft/hr
Feet per minute	FPM or ft/min
Feet per second	fps, or ft/s
Figure	fig
Flange	flg
Foot-pound	ft-lb or FT-LB
Gallon	gal or GAL
Gallons per hour	GPH, gph, or gal/hr
Gallons per minute	GPM, or gpm
Gallons per second	GPS, or gps
Gram	g
Grams per liter	g/L
Heating, ventilating, and air conditioning	HVAC
Hertz	Hz
Horsepower	hp or HP
Hour	hr or HR
Human-machine interface	HMI
Inch	in. or IN
Inches of mercury	in. Hg
Inches water gage	in. w.g.
Inch-pound	in.-lb
Inside diameter	ID
Iron pipe size	IPS
Kilogram	kg
Thousand pounds	kips
Kilograms per square inch	ksi
Kilovolt-ampere	kva, or kVA
Kilowatt	Kw, or
Kilowatt-hour	Kwhr, kWhr, or kwh, kWh
Linear foot	lin ft or LF
Liter	L
Leadership in Energy and Environmental Design (USGBC)	LEED
Maximum	max

Mercury	Hg
Meter	m
Mile	mi
Miles per hour	mph or MPH
Milligram	mg
Milligrams per liter	mg/l or mg/L
Milliliter	ml
Millimeter	mm
Million gallons per day	MGD or MGD
Million gallon	MG
Minimum	min
National pipe threads	NPT
Net positive suction head	NPSH
Net positive suction head available	NPSHA
Net positive suction head required	NPSHR
Nitrogen oxide (total concentration of mono-nitrogen oxides such as nitric oxide (NO) and nitrogen dioxide (NO ₂))	NO _x
Nominal pipe size	NPS
Number	no. or #.
Operator interface terminal	OIT
Ounce	oz
Ounce-force	ozf
Outside diameter	OD
Potential of hydrogen	pH
Parts per hundred	PPH, or pph
Pounds per cubic foot	pcf
Parts per million	PPM, or ppm
Parts per billion	PPB, or ppb
Polychlorinated biphenyl	PCB
Polyvinyl chloride	PVC
Post meridian	p.m.
Pound	lb, LB, lbs, or LBS
Pounds per square inch	PSI, or psi
Pounds per square inch absolute	PSIA, or psia
Pounds per square inch gauge	PSIG, or psig
Pounds per square foot	PSF, or psf
Process control system	PCS

Programmable logic controller	PLC
Revolutions per minute	RPM, or rpm
Second	sec, or s
Specific gravity	sp gr, or SG
Square	sq
Square foot	sq ft, or SQ FT, or sf, or ft ²
Square inch	sq in., or SQ IN, or in ²
Square yard	sq yd, or SY, or yd ²
Standard	std
Standard cubic feet per minute	SCFM, or scfm
Total dynamic head	TDH
Totally-enclosed fan-cooled	TEFC, or tefc
Volt	V
Volts alternating current	VAC, or vac
Volts direct current	VDC, or vdc
Volatile organic compounds	VOC

1.6 REFERENCE STANDARDS AND ORGANIZATIONAL ACRONYMS

A. Reference Standards - General:

1. Each entity engaged in the Work, including Contractor, Subcontractors, and Suppliers, shall be familiar with reference standards applicable to its portion(s) of the Work. Comply with such reference standards when required by the Contract Documents or appropriate fabrication and construction practice, unless the Contract Documents requirements exceed those of the associated reference standard.
2. Refer to the General Conditions, as may be modified by the Supplementary Conditions, relative to reference standards and resolving discrepancies between reference standards and the Contract Documents.
3. Provisions of reference standards are in effect in accordance with the Specifications and other provisions of the Contract Documents where reference standards are cited.
4. Copies of applicable reference standards are not included in or bound with the Contract Documents. Where reference standards are needed for the Work, obtain such reference standards(s) from the publication source.

B. Organization Names and Acronyms:

1. Where reference standards, specifications, manuals, Laws or Regulations, or other published data of international, national, regional, or local organizations are cited in the Contract Documents, the organization issuing the standard (or other type of document) may be referred to by its acronym only.
2. The following acronyms that may appear in the Contract Documents shall have the meanings indicated below, unless expressly indicated otherwise in that part of the Contract Documents where such standard (or other document) is cited.
3. Listing is alphabetical by acronym.

AA	Aluminum Association
AABC	Associated Air Balance Council

AAMA	American Architectural Manufacturers Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Bearing Manufacturers Association (formerly Anti-Friction Bearing Manufacturers Association (AFBMA))
ACI	American Concrete Institute
ACS	American Chemical Society
ADSC-IAFD	International Association of Foundation Drilling.
AEIC	Association of Edison Illuminating Companies
AF&PA	American Forest and Paper Association
AGI	American Geosciences Institute
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIChE	American Institute of Chemical Engineers
AIPG	American Institute of Professional Geologists
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association
AMP	National Association of Architectural Metal Manufacturers, Architectural Metal Products Division
AMPP	Association for Materials Protection and Performance
ANSI	American National Standards Institute
APA	The Engineered Wood Association
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ARS	American Rail Standard
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society for Non-Destructive Testing
ASQ	American Society for Quality
ASSE	American Society of Safety Engineers

ASTM	ASTM International
AWCI	Association of the Wall and Ceiling Industry
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association
CASE	Coalition of American Structural Engineers (part of the American Council of Engineering Companies (ACEC))
CBMA	Certified Ballast Manufacturers Association
CBP	United States Customs and Border Protection
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association
CISCA	Ceilings and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DBIA	Design-Build Institute of America
DHS	United States Department of Homeland Security
DISTRICT/ MCBWS	Mt. Crested Butte Water & Sanitation District
DIN	Deutsches Institut für Normung, eV (German Institute for Standardization)u
DIPRA	Ductile Iron Pipe Research Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ETL	Intertek Testing Services, Inc. (formerly ETL Testing Laboratories, Inc.)
FAA	Federal Aviation Administration (US Department of Transportation)
FCC	United States Federal Communications Commission
FEMA	Federal Emergency Management Agency (US Department of Homeland Security)
FHWA	Federal Highway Administration (US Department of Transportation)
FIDIC	International Federation of Consulting Engineers
FM	Factory Mutual (FM Global)

FRPI	Fiberglass Reinforced Plastics Institute
FS	Federal Specification
FTA	Federal Transit Administration, United States Department of Transportation
GA	Gypsum Association
GANA	Glass Association of North America
HEW	United States Department of Health, Education and Welfare
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HUD	United States Department of Housing and Urban Development
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
IRI	Industrial Risk Insurers
ISA	International Society of Automation
ISI	Institute for Sustainable Infrastructure
ISO	Insurance Services Office
ISO	International Organization for Standardization
LPI	Lightning Protection Institute
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSS	Manufacturers' Standardization Society
MMA	Monorail Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAPF	National Association of Pipe Fabricators, Inc.
NARUC	National Association of Regulatory Utilities Commissioners
NAVFAC	Naval Facilities Engineering Command (US Navy)
NBHA	National Builders Hardware Association
NBS	National Bureau of Standards (United States Department of Commerce)
NCMA	National Concrete Masonry Association
NEC	National Electric Code
NELMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act

NESC	National Electrical Safety Code
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NHPMA	Northern Hardwood and Pine Manufacturers Association
NICET	National Institute for Certification in Engineering Technologies
NIST	National Institute of Standards and Technology (United States Department of Commerce)
NLGA	National Lumber Grades Authority
NRC	United States Nuclear Regulatory Commission
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NSPE	National Society of Professional Engineers
NSSGA	National Stone, Sand, and Gravel Association
NTMA	National Terrazzo and Mosaic Association
OSHA	Occupational Safety and Health Administration, United States Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
PFI	Pipe Fabrication Institute
PPI	Plastics Pipe Institute
PGMC	Primary Glass Manufacturers Council
PS	Product Standards Section, United States Department of Commerce
RCSC	Research Council on Structural Connections (part of AISC)
RMA	Rubber Manufacturers Association
RUS	Rural Utility Service (division of Rural Development of the USDA)
SAE	Society of Automotive Engineers
SCAQMD	Southern California Air Quality Management District
SCPRF	Structural Clay Products Research Foundation
SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturing Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association

SPI	Society of the Plastics Industry
SPIB	Southern Pine Inspection Bureau
SSPC	Society for Protective Coatings (formerly, Steel Structures Painting Council)
SWI	Steel Window Institute
TCNA	Tile Council of North America
TEMA	Tubular Exchanger Manufacturers Association
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
TSA	Transportation Security Administration (United States Department of Homeland Security)
UCC	Uniform Commercial Code
UL	Underwriters Laboratories, Inc.
USAB	United States Access Board
USACE	United States Army Corps of Engineers (also abbreviated as COE or USACOE)
USDA	United States Department of Agriculture
USDOE	United States Department of Energy
USDOT	United States Department of Transportation
USEPA	United States Environmental Protection Agency
USGBC	United States Green Building Council
USGS	United States Geological Survey
USPHS	United States Public Health Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCMA	Wood Component Manufacturers Association
WDMA	Window and Door Manufacturers Association
WEF	Water Environment Federation (formerly the Water Pollution Control Federation)
WWEMA	Water and Wastewater Equipment Manufacturers Association
WWPA	Western Wood Products Association

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION

SECTION 01 57 05
TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Requirements for temporary controls during construction, including:
 - a. Noise control.
 - b. Dust control.
 - c. Pollution control, including solid waste, water pollution, atmospheric pollution, and other types of pollution.
 - d. Odor control.

B. Scope:

1. Contractor shall provide and maintain materials, equipment, labor, services, and temporary construction as necessary and required to control environmental conditions at the Site and adjacent areas during construction.
2. Contractor shall pay all costs, including fines and civil penalties, if any, for failure to implement and maintain temporary controls in accordance with the Contract Documents and Laws and Regulations. Contractor is not eligible for increase in Contract Price or Contract Times due to failure to comply with requirements for temporary controls.
3. Maintain temporary controls until no longer necessary or required. Provide temporary controls at all times when Contractor is working at the Site.

1.2 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with applicable provisions and recommendations of the following:
 - a. U.S. Forest Service Special Use Permit.
 - b. Gunnison County Permit.
 - c. Town Code, Town of Mt. Crested Butte.
 - d. Mt. Crested Butte Water & Sanitation District Standards and Specifications.

1.3 SUBMITTALS

A. Action Submittals:

1. Submit the following:
 - a. Shop Drawings:
 - 1) Plan for construction staging and maintenance of the Site relative to erosion and sediment controls. Indicate on a site plan approximate areas of planned disturbance of soils and soil cover over time during the Project. For areas not indicated in the Contract Documents as being disturbed and that Contractor proposes to disturb, Shop Drawing shall include proposed erosion and sediment control measures for the additional areas.
 - 2) Location and details of each temporary settlement basin.
 - b. Product Data:
 - 1) Silt fencing materials.
 - 2) Other materials proposed for temporary erosion and sediment controls, when requested by Engineer.

B. Informational Submittals:

1. Submit the following:

- a. Procedural Submittals:
 - 1) Proposed dust control measure, when Submittal is requested by Engineer.
- b. Field Quality Control:
 - 1) When requested by Engineer, promptly obtain and submit results of field measurements and field test data substantiating compliance of Contractor's temporary controls with the Contract Documents.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 NOISE CONTROL

A. Noise Control – General:

- 1. Contractor's vehicles, construction equipment, and machinery shall minimize noise emissions to greatest degree practicable. When necessary, provide mufflers and silencers on construction equipment, machinery, and vehicles, and provide temporary sound barriers sound-absorbing blankets, sound-reducing enclosures, modified backup alarms, and other mitigation measures when necessary.
- 2. Noise threshold levels shall comply with Laws and Regulations, including (a) OSHA requirements and recommendations, and (b) local ordinances or other Laws or Regulations.
- 3. Noise emissions shall not interfere with the work of Owner, facility manager (if other than Owner), or others. The use of noise-producing signals, including horns, whistles, alarms, and bells shall be for safety warning and emergency purposes only.
- 4. Music or entertainment systems, including personal and vehicle radios, media players, and the like, when used, shall not be audible at the property line and shall not disturb others at the Site.
- 5. Field Quality Control of Noise:
 - a. If Owner or Engineer believes potential exists that allowable noise levels are being exceeded, Contractor will be required to, and shall promptly perform, appropriate noise monitoring in presence of Owner or Engineer and shall submit written results to Engineer.
 - b. Owner and Engineer reserve the right to perform independent noise monitoring at any time during the Work.
- 6. If noise level exceeds allowable maximum, Contractor shall immediately cease the activity emitting the excessive noise and promptly implement noise-mitigating measures to comply with noise limitations.

3.2 DUST CONTROL

A. Dust Control – General:

- 1. Control objectionable dust caused by Contractor's operation of vehicles and construction equipment and machinery, site clearing, demolition, cleaning, and other actions. To minimize airborne dust, apply water or use other methods subject to acceptance of Engineer and approval of authorities having jurisdiction.
- 2. Contractor shall prevent blowing and movement of dust from exposed soil surfaces and access roads to reduce onsite and off-Site damage, inconvenience, nuisances, and health hazards associated with dust emissions from Contractor's activities.

B. Dust Control Methods:

- 1. Dust control may be accomplished by irrigation in which the dust-prone work activity or area of the Site is sprinkled with water until the surface is moist.
- 2. Apply dust controls as frequently as necessary or required without creating inconveniences, nuisances, or hazards, such as excessive mud and ponding of water at or adjacent to the Site. Do not use water for dust control when water will cause hazardous or objectionable conditions such as ice, mud, ponds, and pollution.

3. Provide dust control that is non-polluting and does not contribute to tracking-out of dirt, mud, and dust onto pavement.
 4. Do not allow water used for dust control to discharge to storm water drainage system or surface waters.
 5. Where appropriate, reduce travel speed of construction vehicles and construction equipment to reduce the potential for dust emissions arising from vehicle and equipment passage.
 6. Where appropriate, apply gravel or other appropriate binder to access roads and parking areas.
- C. Removal of Dust and Dirt from Pavement and Other Travelled Ways:
1. Remove dust, mud, and dirt from roads, parking areas, and other travelled ways.
 2. Perform dust and dirt removal from travelled ways by mechanical wet vacuum sweeping or other method acceptable to Engineer.
 3. Remove mud from roads, parking areas, and other travelled ways by appropriate means, including scraping. Avoid damaging surface of travelled way. Remedy damage to roads, parking areas, and travelled ways resulting from mud removal activities.
- D. Removal of Dust and Dirt from Buildings and Structures:
1. When dust and dirt from Contractor's activities has accumulated to a noticeable or objectionable extent (compared with preconstruction conditions) on buildings or structures, remove the dust and dirt caused by Contractor's operations by appropriate methods, including power-washing using mild detergent. Remedy damage caused by dust, dirt, and power-washing.
 2. Dust in sensitive equipment, such as electrical and control panels, instruments, HVAC systems and other equipment shall be cleaned by a Subcontractor specializing in cleaning such items.
 3. During the Project, remove objectionable and noticeable dust, dirt, and mud in areas occupied by Owner or facility manager, and Contractor's work areas, resulting from Contractor's activities. Owner and facility manager will take reasonable measures to avoid tracking dust, dirt, and mud into their occupied areas.

3.3 PEST AND RODENT CONTROL

- A. Pest and Rodent Control – General:
1. Provide pest and rodent controls as necessary to prevent infestation of the Site, storage areas, and adjacent areas.
 2. Pests and rodents include, but are not limited to: flies, mosquitoes, gnats, midges, stinging insects, other insects and the like, worms, rats, mice, moles, voles, and similar animals, raccoons, skunks, objectionable numbers and species of birds, and others.
 3. Implement appropriate pest and rodent controls when pests, rodents, or both are apparent at the Site or offsite storage, staging, or laydown areas.
 4. Control or remove pests and rodents from adjacent properties when Contractor's activities have fostered or exacerbated pest or rodent problems. For example, ground vibration, such as that associated with horizontal directional drilling, may cause migrations of subterranean animals such as moles and voles. Coordinate with affected property owners regarding appropriate control methods, materials, equipment, and disposal techniques.
- B. Methods, Materials, and Equipment for Pest and Rodent Control during Construction:
1. Employ methods and use materials and equipment for pest and rodent control that do not adversely affect conditions at the Site or on adjacent and nearby properties.
 2. Do not use control methods or poisons injurious to household pets or animals other than targeted pests and rodents.
 3. Avoid control methods that present hazards to humans, including children.
- C. Disposal of Pests and Rodents:

1. In accordance with Laws and Regulations, promptly and properly dispose of pests and rodents trapped or otherwise controlled. Do not bury or dispose of deceased animals at the Site or in adjacent areas.

3.4 WATER CONTROL

A. Water Control – General:

1. During the Project, provide methods to appropriately control storm water, surface water, water from excavations and structures, groundwater flows altered by Contractor's activities, and groundwater discharges from the Site, to prevent damage to the Work, the Site, adjacent properties, and downstream properties.
2. Control trenching, filling, and grading to direct water away from excavations, pits, tunnels and other construction areas, and prevent water from entering existing buildings and structures.
3. Properly manage and control storm water, surface water, and groundwater entering the Site from upstream, where such flows or discharges have potential to affect the Work or to be exacerbated by Contractor's activities.
4. Avoid ponding of water onsite, except in specially-designated, temporary settlement basins. Where water ponding occurs during construction, perform rough grading to eliminate ponding.
5. Prevent water from discharging onto roads, parking areas, paved or finished areas, and other travelled ways. Prevent storm water runoff from discharging across access roads and parking areas.

B. Materials, Equipment, and Facilities for Water Control:

1. Provide, operate, and maintain materials, equipment, and facilities of adequate size, materials, and capacity to control storm water, surface water, groundwater, and discharges from tanks.

C. Discharge and Disposal of Water during Construction:

1. Discharge storm water, surface water, and groundwater from the Site, and discharges of clean water from tanks, to proper discharge locations, in accordance with Laws and Regulations and the Contract Documents.
2. Prevent damage and nuisances arising from water discharges on the Site and discharges from the Site.
3. Dispose of water in manner that avoids flooding, erosion, sediment transport, and other damage, in accordance with Laws and Regulations.
4. Avoid overland discharges from the Site and construction activities to adjacent properties.
5. Water discharges from the Site and construction activities shall be via a storm water drainage route or conduit with sufficient capacity for the flow under associated weather and flow conditions and in accordance with requirements of authorities having jurisdiction.
6. Do not discharge storm water, surface water, groundwater, or clean water from tanks, into sanitary sewers. Obtain consent of sewerage system owner before discharging such flows into existing combined sewers.
7. Obtain sewerage system owner's consent and approval before discharging polluted water to sewerage system.

3.5 POLLUTION CONTROL

A. Pollution Control – General:

1. Provide means, methods, and facilities necessary and required to prevent contamination of soil, water, and atmosphere caused by accumulation or discharge of substances and materials that are either noxious, polluting, or both, from or caused by construction and related activities.
2. Construction equipment and machinery shall comply with Laws and Regulations.
3. Comply with Section 01 35 43.13 - Environmental Procedures for Hazardous Materials.

B. Spills and Contamination:

1. Perform emergency containment, cleanup, and remedy of spills and contamination resulting from construction and related activities. Promptly remove and properly dispose of contaminated soils and liquids.
2. Excavate contaminated material and properly dispose of off-Site, and replace with suitable compacted fill and appropriate cover.
3. Comply with Owner's hazard control procedures.

C. Protection of Surface Water and Groundwater:

1. Provide and maintain appropriate, temporary measures to prevent harmful substances from entering surface water, groundwater, and drinking water. Prevent disposal of wastes, effluents, chemicals, and the like into or adjacent to groundwater, surface water, drainage routes (including swales, ditches, and storm sewers) and drinking water.
2. Obtain sewerage system owner's consent and approval prior to discharging into sanitary sewers or combined sewers. Do not discharge pollutants not in accordance with Laws and Regulations into combined sewers, or sewers tributary to combined sewers, when wet weather overflows to receiving waters may occur.

D. Atmospheric Pollutants:

1. Provide and maintain temporary controls for atmospheric pollutants resulting from construction and related activities, whether to outdoor or indoor atmospheres.
2. Prevent harmful dispersal of pollutants into atmosphere.
3. Do not discharge exhaust from internal combustion engines or combustion operations into buildings, structures, or near ventilation intakes for buildings or structures.
4. Prevent toxic and noxious concentrations of chemicals, fumes, and vapors.

E. Solid Waste:

1. Provide and maintain temporary controls for managing solid waste related to the Work.
2. Prevent solid waste from:
 - a. Becoming airborne or blowing in the wind.
 - b. Being inadvertently transmitted to adjacent, offsite properties, and areas of the Site not part of the Project.
 - c. Being deposited in or discharging to surface waters and drainage routes..
3. Properly handle and dispose of solid waste. Burning or burying solid waste, including unused materials, at the Site or adjacent areas is prohibited.
4. Cleaning and Disposal of Debris: Comply with applicable requirements of the General Conditions, as may be modified by the Supplementary Conditions, and Section 01 74 00 - Cleaning.
5. Do not mix or store in the same container solid waste containing Constituents of Concern (and constitutes, or may constitute, a Hazardous Environmental Condition) with solid waste that does not contain Constituents of Concern.
6. Store solid waste in appropriate, covered, containers.
7. Promptly, and at regular intervals, remove solid waste from the Site for transport and disposal in accordance with Laws and Regulations.

3.6 ODOR CONTROL DURING CONSTRUCTION

A. Odors – General:

1. Avoid discharges of unpleasant or noxious odors from construction and related activities. Whether nature of the Work is such that odor generation is unavoidable, provide appropriate temporary controls for odors.
2. Give priority to avoiding odor generation, followed by:
 - a. Counteracting (treating the cause of) odors.

- b. Containing odors.
- c. Odor masking as the last resort for odor control.

3.7 EROSION AND SEDIMENT CONTROLS

A. Installation and Maintenance of Temporary Erosion and Sediment Controls – General:

1. General Provisions:
 - a. Provide temporary erosion and sediment controls as shown and indicated on the Drawings and as indicated in this Section and elsewhere in the Contract Documents, and as necessary for compliance with Laws and Regulations.
 - b. Provide erosion and sediment controls as the Work progresses into areas where ground cover was previously undisturbed.
 - c. Use necessary and required methods to appropriately control erosion and sediment transport in storm water runoff, including using soil conservation-oriented construction practices (including scheduling and sequencing), vegetative measures, and temporary physical controls.
 - d. Use best management practices (BMP) in accordance with Laws and Regulations, and regulatory requirements indicated in this Section's "Quality Assurance" Article (unless more-stringent requirement are shown or indicated in the Contract Documents), to control erosion and sediment transport in storm water runoff during the Project.
 - e. Plan and execute disturbances of soils and soil cover, and earthwork by methods to control storm water runoff from exposed soil (including stockpiles, borrow areas, and spoil disposal areas), banks of surface waters affected by the Work, and discharges of groundwater, to prevent erosion and sediment transport.
 - f. Where areas must be cleared for storage of materials or equipment, or for temporary facilities, provide measures for regulating storm water discharges and controlling erosion and sediment transport. Where Owner is a co-permittee with Contractor for applicable permits, or when plans for temporary erosion and sediment controls were sealed and signed by Engineer, such methods are subject to Engineer's approval or acceptance, as applicable.
 - g. Provide erosion and sediment controls, including stabilization of soils, at the end of each workday.
2. Before commencing activities that will disturb soil or soil cover at the Site or other areas to be occupied by Contractor during the Project, provide all appropriate temporary erosion and sediment controls required by the Contract Documents for the areas where soil or soil cover will be disturbed.
3. Vegetation Removal and Disturbance:
 - a. Remove only those shrubs, grasses, trees, and other vegetation that must be removed for construction.
 - b. Protect undisturbed vegetation. Do not wantonly or unnecessarily drive construction vehicles and equipment over undisturbed vegetation and soil cover.
 - c. Promptly stabilize exposed soil where vegetation or soil cover was unnecessarily disturbed. Fill and restore ruts and damage to vegetation and soil cover caused by wanton or unnecessary passage of construction vehicles and equipment.
4. Access Roads and Parking Areas:
 - a. When possible, locate and construct temporary access roads and parking areas to avoid adverse effects on the environment.
 - b. Provide measures to regulate drainage, avoid erosion and sediment transport in storm water runoff, and minimize damage to vegetation and soil cover.
5. Earthwork and Temporary Controls:
 - a. Temporary erosion and sediment control measures may include, but are not limited to, using berms, swales and ditches, silt fencing, straw bale sediment barriers, gravel or crushed stone, mulching and soil stabilization, slope drains, and other methods. Apply

- such temporary measures to erodible soils and other erodible materials exposed by construction activities.
- b. Minimize areas of bare soil exposed at one time. Provide fills and spoil areas by selectively placing fill and spoil materials to reduce or eliminate exposed erodible soils.
- c. Exercise special care on and above steep slopes, where disturbance of vegetation and soil cover shall be minimized to greatest extent reasonably practicable.
- d. Protect stockpile storage not in active use by providing suitable, durable covering prevent sediment transport in storm water runoff and windblown transport. Covering shall be suitable for outdoor exposure.
- 6. Inspection and Maintenance:
 - a. Periodically inspect areas of non-stabilized, erodible soils, including all areas of soil cover disturbance and stockpiles, for evidence of start of erosion and sediment transport. Promptly implement corrective action as necessary and appropriate to control erosion and sediment transport. Continue inspections and corrective action until soils are permanently stabilized and permanent vegetation has been appropriately established.
 - b. Repair or replace damaged erosion and sediment controls within 24 hours of Contractor becoming aware of such damage.
 - c. Periodically remove sediment that has accumulated in or behind sediment and erosion controls. Remove sediment not less often than when sediment is at approximately one-half of storage capacity of associated control element, unless more-frequent interval is indicated elsewhere in the Contract Documents. Properly dispose of sediment.
- 7. Duration of Temporary Erosion and Sediment Controls:
 - a. Maintain temporary erosion and sediment controls in effective, working condition until soil cover of the associated storm water drainage area has been permanently stabilized.
- 8. Work Stoppage:
 - a. If the Work is temporarily stopped or suspended for any reason, Contractor shall provide additional temporary controls necessary to prevent environmental damage to the Site and adjacent areas while the Work is stopped or suspended.
 - b. When temporary erosion and sediment controls remain in place during periods of stopped or suspended Work, continue to perform Contractor's obligations relative to periodic inspection and maintenance of temporary erosion and sediment controls, including removal of accumulated sediment.
- 9. Failure to Provide Adequate Temporary Erosion and Sediment Controls:
 - a. If Contractor repeatedly fails to satisfactorily control erosion and sediment transport in storm water runoff, Owner reserves the right to use Owner's own forces or employ a third-party contractors for temporary erosion and sediment control. Owner's costs for such work, including engineering and inspection costs, will be deducted from amounts due Contractor, as set-offs in accordance with the Contract Documents.
- B. Erosion and Sediment Control Permit:
 - 1. Comply with permit requirements indicated in Section 01 41 24 - Permit Requirements.
- C. Silt Fencing:
 - 1. Provide and maintain silt fencing in a vertical plane, at the locations shown or indicated in the Contract Documents and where necessary or required.
 - 2. Locations of Temporary Silt Fencing:
 - a. Where possible, provide silt fencing along contour lines, so each run of silt fencing is at the same elevation.
 - b. On slopes, provide temporary silt fencing at intervals that do not exceed the maximum indicated in the following table:

Silt Fence Spacing on Slopes	
Slope (percent)	Maxim Allowable Length of Slope Above Each Silt Fence (feet)
2 and less	150
2.1 to 5	100
5.1 to 10	50
10.1 to 20	25
20.1 to 25	20
25.1 to 40	15
40.1 to 50	10

- c. Provide temporary silt fencing around perimeter of each stockpile of topsoil, general fill material, and excavated spoil material. Install silt fencing before expected soil is subject to precipitation. Maintain until stockpile is removed.
 - d. Do not install temporary silt fencing at the following types of locations:
 - 1) Area of concentrated storm water flows such as ditches, swales, or channels.
 - 2) Where rock or rocky soils prevent full and uniform anchoring of silt fencing.
 - 3) Across upstream or discharge ends of storm water conduits.
 3. Installation:
 - a. Securely fasten wire mesh to posts, and securely fasten filter cloth to wire mesh.
 - b. When two sections of filter cloth are adjacent to each other, fold over edges and overlap by not less than 6 inches and securely fasten to wire mesh.
 - c. Embed posts in the ground to the depth necessary for proper controls; embed posts to not less than 16 inches below ground.
 - d. Filter cloth and wire mesh shall extend not less than 8 inches below ground and not less than 16 inches above ground.
 - e. Remove accumulated sediment from behind silt fencing as necessary or required. Repair and reinstall silt fencing as necessary or required.
 4. Maintenance:
 - a. Do not allow formation of concentrated storm water flows on slopes above temporary silt fencing unless so shown or indicated in the Contract Documents. If unauthorized concentrated storm water flows occur, stabilize the slope via other appropriate stabilization methods as necessary and required to prevent flow of concentrated storm water flows toward temporary silt fencing.
- D. Straw Bale Dike.
1. Provide temporary straw bale dikes where shown or indicated and where necessary or required, including in swales, along contours, and along toe of slopes.
 2. Provide temporary straw bales in shallow excavation as wide as the bale and approximately 4 to 6 inches below surrounding grade.
 3. Ends of straw bales shall tightly abut ends of adjacent straw bales.
 4. Securely install each straw bale using two support posts, driven into the ground not less than 1.5 to 2 feet below bottom of straw bale. Top of post shall be flush with top of straw bale. Angle first post for each straw bale toward the previously-installed straw bale.
 5. Frequently inspect straw bales and repair or replace as required. Remove accumulated sediment and debris from behind straw bales.
- E. Mulching and Soil Stabilization:
1. Use mulching to temporarily stabilize exposed soil, including spoil and fill materials.

- a. Immediately following final grading, provide mulch and stabilize with mats or netting, or sprayed soil stabilization emulsion with fiber additive.
 - b. Application of mulching for soil stabilization shall be as follows.
 - 1) Non-Rotted Straw or Salt Hay: Provide 1.5 to two tons per acre.
 - 2) Soil stabilization emulsions, when used, shall be applied in accordance with manufacturer's instructions, and shall be applied with mulch or stabilization fibers.
 - 3) Wood-Fiber or Paper-Fiber Application: Provide 1,500 pounds per acre, installed by hydroseeding.
 - c. Where mats or netting are used:
 - 1) Cover entire area to be stabilized with mats or netting.
 - 2) Provide anchoring trenches at the top and bottom of slopes to receive mats or netting. Bury at least the top and bottom ends of mat or netting, 4 inches or more wide, at top and bottom of slope. Ensure that mesh or netting is secure and will not wash out over time. Tamp trench full of soil. 4 inches from trench, secure mat or netting with appropriate staples at intervals of 10 inches.
 - 3) Overlap adjacent strips of mat or netting by not less than 4 inches.
- F. Protection of Storm Water Drainage Inlets and Catch Basins:
1. Protect each drainage inlet and catch basin that has potential to receive storm water runoff from exposed soils and does not discharge into a storm water settlement basin.
 2. Provide temporary inlet filter bags inside of drainage inlet or catch basin in accordance with inlet filter bag manufacturer's instructions. Secure inlet filter bag with the structure's grate or by other acceptable means.
 3. Inlet filter bags shall not pose any obstruction, above the preconstruction elevation of the drainage inlet or catch basin grate that would necessitate or require temporary barricades or warning lights.
 4. When removing sediment from inlet filter bags, do not dump filter bag's contents into the drainage inlet or catch basin. Promptly remove from drainage inlets and catch basins sediment accidentally dumped into the structure.
 5. Remove sediment from inlet filter bags, or replace inlet filter bags, when inlet filter bag is not more than half-full.
- G. Temporary Settlement Basin:
1. For constructing embankments comply with requirements in Division 31 Specifications on embankments, excavation, and fill.
 2. Overflow Weir and Discharge Pipe:
 - a. Provide piping in accordance with manufacturer's instructions. Where permanent piping will be used for temporary settlement basin, provide piping in accordance with the Contract Documents and fully clean piping prior to Substantial Completion.
 - b. Provide overflow weirs at elevation(s) shown or indicated on the Drawings. When not shown or indicated in the Contract Documents, discharge weir elevation(s) shall be in accordance with design by licensed, professional civil engineer retained by Contractor or Subcontractor. Such design and temporary construction shall avoid overtopping and overfilling of settlement basin without short-circuiting the settlement basin's hydraulic performance.
 - c. Wrap and secure geotextile material specified for temporary silt fencing around discharge structures of temporary settlement basins
 3. Crushed Stone and Riprap: Provide in accordance with Division 31 Specifications on excavation, fill, and riprap. Provide in areas of temporary settlement basin subject to erosion, and at upstream and downstream ends of each settlement basin's discharge piping.
 4. Remove sediment when necessary or required, based on accumulation of material.

5. When temporary settlement basin is no longer required, remove the temporary settlement basin discharge weir, discharge piping, and spillway, fill the temporary settlement basin to required grade in accordance with requirements of Division 31 Specifications on excavation and fill, and provide landscaping in accordance with the Contract Documents.

3.8 REMOVAL OF TEMPORARY CONTROLS

A. Removals – General:

1. Unless otherwise indicated elsewhere in this Section in requirements for respective temporary controls, upon completion of the associated Work and when temporary controls are no longer necessary, remove temporary controls and restore the Site to condition in accordance with the Contract Documents; if condition is not shown or indicated, restore the Site to pre-construction condition.
2. After soils are permanently stabilized, remove from the Site temporary erosion and sediment controls.

END OF SECTION

SECTION 01 45 33.IBC2021

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Contractor responsibilities for code-required Special Inspections and testing.
2. Special Inspection program and reporting requirements.
3. Attachment A to this Section includes requirements for submittal of Special Inspections.
4. Attachment B to this Section includes Special Inspector qualifications, reporting requirements, and material specific Special Inspections and tests.
 - a. Attachments A and B are for the Contractor's reference only and are not part of the Contract Documents.
 - b. Attachments A and B are included to assist Contractor in understanding the Owner-provided services so the effect of such services may be factored into the Contractor's pricing and Progress Schedule.
 - c. The Testing Agency and Special Inspector(s) performing the Owner-furnished services will be identified following the Effective Date of the Contract, unless otherwise identified in Section 01 11 00 - Summary of Work.

B. Purpose:

1. This Section and its attachments were developed to address the requirements of the 2021 edition of the International Building Code, IBC section 1704.1 and applicable amendments, if any, by authorities having jurisdiction.
 - a. One or more Special Inspectors will be retained by Owner or Owner's consultant to perform Special Inspections on the types of Work addressed by the applicable building code under Section 1704.
2. One or more Special Inspectors or Testing Agencies will be retained by Owner or Owner's consultant to perform Special Inspections and tests for the types of Work indicated in the building code.
3. A Statement of Special Inspections will be submitted to the Building Code Official as a condition for issuance of applicable permit. This statement is included as Attachment A to this Section. Attachment B indicates a complete list of materials and Work requiring Special Inspections, required Special Inspections and the minimum qualifications of the Testing Agencies and Special Inspectors.
4. Special Inspections performed by entities retained by Owner or and entity for whom Owner is responsible are for benefit of Owner, Engineer, RDPRC, and Building Code Official. Contractor, together with Subcontractors and Suppliers, are not intended beneficiary of Special Inspections.

C. Related Requirements: Include, but are not necessarily limited to, the following:

1. General Structural Notes on Sheet S1 of the included Drawing Set.

1.2 REFERENCES

A. Definitions:

1. The following defined terms, indicated in this section with initial capital letters, have the meaning assigned below, which apply to the singular and plural thereof:
 - a. "Building Code Official" means officer (or their subordinate) having appropriate jurisdiction and authority charged with ministering and enforcing the building code in effect at the Site, or their duly authorized representative.

- b. "Geotechnical Special Inspector or Consultant" or "Soils Consultant" means a Special Inspector engaged for the specific purpose of performing specialized Special Inspections relative to subgrade conditions, fill, special foundations, or a combination of these. "Geotechnical Special Inspector or Consultant" or "Soils Consultant", when used relative to Special Inspections, is an entity separate from Engineer. Relative to the Division 31 Specifications, for the purposes of Special Inspection, "Geotechnical Special Inspector or Consultant", "Soils Consultant," and "Special Inspector" have the same meaning.
- c. "Registered Design Professional in Responsible Charge" (RDPRC) means the licensed and registered design professional who is responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the facility.
- d. "Special Inspections" means inspection of specific elements of the Work requiring the expertise of an appropriate special inspector for compliance with the building code and the Contract Documents. Elements requiring special inspection are identified within this Section or elsewhere in the Contract Documents. Materials, mechanical, performance, and other testing required by the contract in other Specification sections, but not listed in this Section, are not part of the special inspections program.
- e. "Special Inspector" means representative of Owner-approved inspection entity designated for that portion of the Work.
- f. "Statement of Special Inspections" means document provided to Building Code Official outlining special inspections and tests to be done on the Project and frequency of required tests.
- g. "Testing Agency" means appropriate entity, not affiliated with or hired by Contractor, and responsible for materials testing requirements of the Project including but not limited to concrete cylinder breaks, soils testing, and masonry materials testing. Testing Agency does not include any testing entity or laboratory retained by Contractor, Subcontractor, or Supplier either for tests that are Contractor's responsibility in accordance with the Contract Documents but are not required by the building code, or test performed for Contractor's convenience and information.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Meetings:

- 1. Attend and participate in preconstruction conference to review and coordinate responsibilities for inspection and testing procedures and requirements, as well as other preconstruction conference topics indicated in Section 01 31 19 - Project Meetings. Relative to this Section, in addition to required attendees indicated in Section 01 31 19 - Project Meetings, required conference attendees include: Owner, Testing Agency and Special Inspectors, Building Code Official (when available), Engineer, and Contractor, together with appropriate Subcontractors and Suppliers.
- 2. Attend and participate in construction progress meetings prepared to discuss matters related to coordination and cooperation with Testing Agency and Special Inspectors, defective Work, and other topics indicated for construction progress meetings in Section 01 31 19 - Project Meetings.

1.4 CONTRACTOR'S RESPONSIBILITIES REGARDING SPECIAL INSPECTIONS

A. Contractor's Responsibilities Regarding Special Inspections – General.

- 1. Coordinate and cooperate with Testing Agency personnel, Special Inspectors, and employees and agents of Building Code Official.
- 2. Provide storage facilities for testing agencies exclusive use as described in the Contract Documents.
- 3. Special Inspection is Owner's independent quality control. Special Inspections do not, in any way, reduce or mitigate Contractor's responsibilities for quality assurance, quality control, workmanship, complying with the Contract Documents, correction period or

warranties. Contractor's own personnel shall review all Work requiring Special Inspections for compliance with the Contract prior to calling for the inspection.

- B. Advising Testing Agency and Special Inspectors of Need for Services:
 - 1. Not less than 24 hours prior to the need for Special Inspection or code-required testing or sampling, advise Testing Agency or Special Inspector, as applicable, in writing of Work for which Special Inspections or testing is required, indicating approximate time the Work will be ready for such inspection, testing, or sampling.
 - 2. When Special Inspection, testing, or sampling is necessary on a Monday or day following a holiday, furnish such written advisory not later than the prior business day.
- C. Work for which Special Inspections are required shall remain accessible and exposed for the purposes of Special Inspections until completion of required Special Inspections.
- D. Work to be inspected shall be complete at time of Testing Agency's or Special Inspector's, as applicable, arrival at the Site.
- E. Work that is defective shall be corrected and re-inspected. Such portions of the Work shall not be covered or concealed until authorized by Engineer.
- F. Payment for Special Inspection services will be in accordance with the following:
 - 1. Payment indicated below is for the Testing Agency and Special Inspector costs and does not include the Contractor's costs listed in Paragraph 1.4 A of this Section.
 - 2. Work is Satisfactory: After Contractor notification of Testing Agency or Special Inspector, as applicable, inspector arrives at the Site and performs inspection within the timeframe indicated in Paragraph 1.4.F.4 below, and inspection reveals work is satisfactory, then Owner will pay for the associated Special Inspection. Contractor's eligibility for payment for the associated Work shall be in accordance with the Contract Documents.
 - 3. Work initially defective but remedied in timely manner: After Contractor notification of Testing Agency or Special Inspector, as applicable, inspector arrives at the Site and performs inspection within the timeframe indicated in Paragraph 1.4.F.4 below, and inspection reveals work is defective, and the defective Work is remedied in accordance with the Contract within the period indicated in Paragraph 1.4.F.4, below, and the subject work is re-inspected and subsequently determined to be in accordance with the Contract, then Owner will pay for the associated Special Inspection. Contractor's eligibility for payment for the associated Work shall be in accordance with the Contract Documents.
 - 4. Work not ready for inspection upon Special Inspector arrival: After Contractor notification of Testing Agency or Special Inspector, as applicable, inspector arrives at the Site and the Work is not ready for the associated inspection when inspector arrives, then inspector will remain on-site for a maximum of two hours awaiting the completion of the Work. If the subject Work is not ready for inspection at the end of this period, inspector will be dismissed until Contractor requests re-inspection. All costs associated with this inspection trip, including onsite time and travel time and expenses, will be Contractor's responsibility. Owner may set-off such amounts from payments due Contractor under the Contract.
 - 5. Work initially defective and attempted remedy is also defective: After Contractor notification of Testing Agency or Special Inspector, as applicable, inspector arrives at the Site and performs the inspection within the period indicated in Paragraph 1.4.F.4 of this Section, but inspection reveals defective Work, and Contractor attempts remedy and requests re-inspection within two hours, and the reinspection also reveals defective Work, inspector will be dismissed until Contractor requests re-inspection. All costs associated with this inspection trip, including onsite time and travel time and expenses, will be Contractor's responsibility. Owner may set-off such amounts from payments due Contractor under the Contract.
 - 6. Work determined to be defective is ineligible for payment by Owner. Contractor is fully responsible for costs and time impacts of performing remedies so that the Work complies with the Contract Documents. Unless otherwise indicated in the Contract Documents, when re-inspection is necessary, Contractor is responsible for re-inspection costs, including

onsite time, travel time and expenses, and other associated costs, if any. Owner may set-off such amounts from payments due Contractor under the Contract.

1.5 REPORTING DUTIES AND AUTHORITY

A. Reporting:

1. Testing Agency and Special Inspectors will furnish to RDPRC and Engineer written results of Special Inspections promptly after performance of such tests and inspections. When acceptable results are indicated, Contractor may obtain copies thereof from Engineer.
2. Reporting of Defective Work:
 - a. Testing Agency and Special Inspectors will report defective Work to Contractor, Engineer, and RDPRC promptly.
 - b. Defective Work that has been covered up or concealed prior to re-inspection will be reported by RDPRC to Engineer and Building Code Official.

B. Limitations on Authority of Special Inspectors and Testing Agencies:

1. Special Inspector and Testing Agencies expressly do not have authority for:
 - a. Ordering, stopping, or suspending the Work.
 - b. Modifying the requirements of the Contract Documents.
 - c. Accepting defective Work.
 - d. Directing the Contractor's, means, methods, techniques, sequences, or procedures of construction.
 - e. Directing or advising on Contractor's safety programs or measures for safety and protection.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. Attachments: The following, bound after this Section's "End of Section" designation, are furnished for Contractor's reference but are expressly not part of the Contract Documents.
1. Attachment A - Submittal of Special Inspections, (one page).
 2. Attachment B - Special Inspections, Inspector Qualifications and Reporting Requirements, (two pages).

END OF SECTION

ATTACHMENT A TO SECTION 01 45 33
SUBMITTAL OF SPECIAL INSPECTIONS

Statement Date: []

Project Name: []

Site Address: []

Owner: []

Registered Design Professional in Responsible Charge (RDPRC): []

The Statement of Special Inspections (Statement) is submitted as a condition for permit issuance in accordance with the Special Inspection requirements of the building code. The Special Inspection program is outlined in Specifications Section 01 45 33 – Code-Required Special Inspections and Procedures, including its Attachments A and B. A detailed explanation of the requirements for Special Inspections and Testing are indicated in Specifications Section 01 45 33 in conjunction with Specifications for each material and construction work result governed by the applicable building code.

Bi-weekly Special Inspection reports will be submitted to the RDPRC and the Building Code Official. Apparent defective Work will be brought to the immediate attention of the Contractor for correction. If the defective Work is not corrected, the defective Work will be brought to the attention of the RDPRC and Engineer. Only documents that are prepared and signed or sealed by the Special Inspectors (SI) are valid.

The SI is responsible for verifying all information on each document prior to signing or sealing and directly forwarding it to the RDPRC and Engineer. The RDPRC will furnish to Building Code Official results of Special Inspections indicating acceptable results, unless Building Code Official directs that reports indicating unacceptable results also be furnished to the Building Code Official. The SI is responsible for verifying all inspectors under its supervision maintain current, valid certifications for the duration of the Project's construction. At the conclusion of each individual Special Inspection type, the SI will complete a Final Report.

The Special Inspection program does not relieve the Contractor or any other entity of any contractual duties, including quality control, quality assurance, or safety and protection. The Contractor is solely responsible for construction means, methods, techniques, procedures and sequences and associated safety and protection, and for complying with the Contract Documents. Failure to comply with the SI program as outlined herein may result in a stop work notice being issued by the Building Code Official.

Respectfully submitted,
Design Professional in Responsible Charge,

Type or Print Name

[] License # []

Expires: []

Signature

Date

END OF ATTACHMENT A

ATTACHMENT B TO SECTION 01 45 33
SPECIAL INSPECTIONS, INSPECTOR QUALIFICATIONS AND REPORTING
REQUIREMENTS

PART 1 - ATTACHMENT B

1.1 QUALIFICATIONS

- A. Qualifications stated here are the minimum recommended by the RDPRC. If the Building Code Official has more stringent qualifications, the more stringent qualifications will take precedence.
- B. All Special Inspections and testing will be done under the direction of a professional engineer or registered architect licensed and registered in the State of Colorado herein referred to as Registered Professional for Special Inspections (RPSI), who will be employed by or retained by Testing Agency or other entity furnishing Special Inspectors.
- C. Soil, concrete, masonry, mortar, grout, steel and aluminum related testing.
 - 1. The Testing Agency shall have a minimum of 10 years experience in the testing of the materials indicated.
 - 2. The Testing Agency's technician(s) performing such testing:
 - a. Shall have a minimum of five years experience in the testing of soil, concrete, mortar, grout, steel and aluminum as appropriate.
 - 3. Concrete Related Work:
 - a. International Code Council certification for Reinforced Concrete and American Concrete Institute Concrete Field Testing Technician – Grade 1.
- D. Structural Special Inspections:
 - 1. Professional engineers or architects, licensed and registered in the State of Colorado, may perform Special Inspections in accordance with their licensure.
 - 2. Other individuals, working under the direct supervision of a licensed, registered, professional engineer or architect and possessing the following qualifications, may perform Special Inspections.
 - 3. Soils Related Work:
 - a. NICET Level II Certification in geotechnical engineering technology/construction; or
 - b. Professional geologist licensed and registered in the same jurisdiction as the Site; or
 - c. Engineer intern, also known as an Engineer in Training (EIT) (i.e., a person who has successfully passed the EIT exam that is part of the overall process of becoming a licensed, registered professional engineer, serving under the direct supervision of professional engineer licensed and registered in the same jurisdiction as the Site).
 - 4. Concrete Related Work:
 - a. International Code Council certification for Reinforced Concrete Special Inspector or American Concrete Institute Concrete Construction Special Inspector.
 - b. Alternatively, may be an engineer intern/EIT under the direct supervision of a professional engineer licensed and registered in the same jurisdiction as the Site.

1.2 REPORTING DUTIES AND AUTHORITY

- A. Reporting requirements for Special Inspector in accordance with the applicable building code for Building System Related Work.
 - 1. Comply with requirements of applicable building code Section 1704.2.4.
 - 2. Provide written documentation of all inspections and testing, including results, performed by Testing Agency and Special Inspectors.
 - a. Indicate exact location of the subject Work.
 - b. If testing of specimens is performed, include detailed information on storage and curing of specimens prior to testing.

3. Furnish inspection and test reports to Contractor, RDPRC, and Engineer.
 - a. Expressly indicate whether the Work inspected was performed in accordance with the Contract Documents.
 - b. Immediately report defective Work to Contractor, RDPRC, and Engineer.
 - c. If the defective Work is not remedied promptly, notify RDPRC and Engineer.
4. Issue a report, as an Electronic Document, summarizing all inspections, corrective action notifications and resolution of defective Work every 14 days.
 - a. Furnish reports to:
 - 1) Engineer's project manager.
 - 2) Owner.
 - 3) Contractor.
5. Prior to requesting inspection for Substantial Completion, the RDPRC shall compile all test reports for each inspected material and work result for each Special Inspector and summarize in a single Electronic Document (as a PDF file) and submit to Engineer and Building Code Official.
 - a. Final summary report shall be sealed and signed by the RDPRC, who shall be licensed and registered in the same jurisdiction as the Site, for Special Inspections, stating:
 - 1) The required Special Inspections have been performed.
 - 2) All defective Work has been remedied to comply with the Contract Documents except as specifically indicated in the summary report.
- B. Special Inspector shall report all defective Work to Contractor, RDPRC, and Engineer promptly.
 1. Defective Work that has been covered up or concealed prior to re-inspection shall be reported to Engineer and RDPRC.
- C. Special Inspector does not have authority to order stopping or suspending the Work or modify the requirements of the Contract Documents.

1.3 MATERIAL SPECIFIC SPECIAL INSPECTIONS AND TESTS

- A. Material specific requirements for Special Inspection and testing are indicated in the Specifications listed below. Special Inspection and testing requirements are indicated in the associated Specifications section under "Source Quality Control", "Field Quality Control" or "Quality Assurance" as appropriate for each material.

1.4 SOILS

- A. Special Inspections will be performed in accordance with applicable building code Section 1705.6 as required to determine that subgrades were prepared in accordance with the Contract Documents, and to verify the allowable soil bearing pressure, materials, compaction densities, trenching and backfill and compliance with the Contract Documents.
- B. Inspection and testing requirements are indicated separately in the Drawings and are indicated as being performed by the Geotechnical Special Inspector or Consultant, Testing Agency, or Special Inspector.

1.5 CONCRETE

- A. Special Inspection and testing will be performed in accordance with applicable building code. Inspection is required for material verification, reinforcing steel size and layout, reinforcing steel mechanical splices, embedded bolts, concrete tests, concrete placement and curing, and waterstop installation.
 1. Inspections of welding of reinforcing shall be in accordance with AWS D1.4 and special inspector shall be qualified under AWS D1.4.
- B. Inspection and testing requirements are indicated in Drawings, and are indicated as services to be performed by the Special Inspector or Testing Agency.

END OF ATTACHMENT B

SECTION 01 51 05

TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary electricity.
2. Temporary lighting.
3. Temporary water supply.
4. Temporary sanitary facilities.
5. Temporary first-aid facilities.

B. Scope:

1. Contractor shall provide all temporary utilities and temporary facilities required for the Project, including those indicated in this Specifications section.
2. Make all arrangements with utility owners for temporary utilities and with others as appropriate for temporary facilities. Obtain required permits and approvals for temporary utilities and temporary facilities.
3. Pay all service costs for utilities and facilities indicated in this Specifications section as Contractor's responsibility, including cost of electricity, water, fuel, and other utility services and temporary facilities required for the Work.
4. Continuously maintain adequate temporary utilities and temporary facilities for all purposes for the Project, until removal of temporary utilities and temporary facilities. At minimum, provide and maintain temporary utilities and temporary facilities through Substantial Completion and removal of temporary field offices and sheds unless otherwise approved in writing by Engineer.
5. Should Owner occupy part of the Work prior to Substantial Completion of the entire Work, cost of utilities consumed via temporary utilities serving the portion occupied by Owner will be shared proportionately by Owner and Contractor as mutually agreed to by the parties.
6. Maintain, including cleaning, temporary utilities and temporary facilities, and continuously provide consumables as necessary.
7. Temporary utilities and temporary facilities shall be adequate for personnel using the Site and the needs of the Project.
8. Provide temporary utilities and temporary facilities in compliance with Laws and Regulations and requirements of authorities having jurisdiction and, when applicable, requirements of utility owners.

1.2 REQUIREMENTS FOR TEMPORARY UTILITIES AND TEMPORARY FACILITIES

A. Temporary Electricity:

1. Owner will provide temporary electric service (120V) necessary for the Work. Contractor to provide temporary outlets with circuit breaker protection and ground fault protection as applicable. If additional temporary electric service is required, Contractor shall provide the service.

B. Temporary Lighting:

1. Do not work in areas with insufficient lighting. Where lighting is insufficient for the work activities to be performed, provide additional temporary lighting.
2. Provide temporary lighting sufficient for observation of the Work by Engineer and inspection by Contractor, entities performing code-required tests and special inspections, and authorities having jurisdiction. Where required by Engineer, provide additional temporary lighting.

C. Temporary Water:

1. General:

- a. Owner will provide temporary water service and facilities including piping, valves, meters if not provided by Owner of existing waterline, backflow preventers, pressure regulators, and other appurtenances. Provide freeze-protection as necessary to prevent freezing of temporary services.

2. Water for Human Consumption and Sanitation:

- a. Provide potable water in accordance with Laws and Regulations for consumption by personnel at the Site, for field offices, and for sanitary facilities.
- b. When necessary, provide bottled, potable water for use and consumption by personnel at the Site, including Contractor, Engineer, and visitors to the Site.

D. Temporary Sanitary Facilities:

1. Provide suitably-enclosed chemical or self-contained toilets for Contractor's employees, Subcontractors, Suppliers, Engineer, and visitors to the Site. Location of temporary toilets shall be acceptable to Owner and Engineer.
2. Refer to Paragraph 1.2.E of this Section for requirements for temporary water service intended for human consumption during construction.
3. Provide suitable temporary washing facilities for employees and visitors.

E. Temporary First-aid Facilities.

1. Provide temporary first-aid stations at or immediately adjacent to the Site's work areas, and inside Contractor's field office. Locations of temporary first-aid stations shall be determined by Contractor's safety representative. Replenish supplies in first-aid stations as items are used, prior to expiration of items, and as necessary. Monitor and log inventory of supplies in temporary first-aid stations not less than once per week.
2. Provide list of emergency telephone numbers at first-aid stations.

1.3 USE OF OWNER'S SYSTEM

- A. Existing Utility Systems: Do not use systems in existing buildings or structures for temporary utilities without Owner's written permission and mutually acceptable basis agreed upon by the parties for proportionate sharing of costs between Owner and Contractor.

B. Use of Permanent Utility Systems Provided Under the Project:

1. Permanent electrical, lighting, water, heating, ventilating, and fire protection systems and first-aid facilities may be used to provide temporary utilities and temporary facilities if the following are met:
 - a. Obtain Owner's written permission to use permanent systems.
 - b. Permanent systems to be used for temporary utilities or temporary facilities shall be substantially complete, including complete functionality of all controls. Engineer will not certify Substantial Completion for facilities and systems used solely by Contractor during construction.
 - c. Contractor shall pay all costs while using permanent system, including operation, maintenance, replacement of consumables, and provide replacement parts.
2. Do not use the following permanent facilities:
 - a. Telephone and communication facilities.
 - b. Sanitary facilities.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

A. Materials and equipment for temporary utilities and temporary facilities:

1. may be new or used but, if used, shall be in good condition;

2. shall be adequate for purposes intended;
 3. shall not create unsafe or unsanitary conditions; and
 4. shall comply with Laws and Regulations.
- B. Provide required materials, equipment, and facilities, including piping, cabling, supports, controls, and appurtenances.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install temporary utilities and temporary facilities in neat, orderly, manner, and make structurally, mechanically, and electrically sound throughout.
- B. Location of Temporary Utilities and Temporary Facilities:
1. Locate temporary systems for proper function and service.
 2. Temporary systems shall not interfere with or provide hazards or nuisances to: the Work under this and other contracts, movement of personnel, traffic areas, materials handling, hoisting systems, storage areas, finishes, and work of utility owners and others.
 3. Do not install temporary utilities on the ground, with the exception of temporary extension cords, hoses, and similar systems in place for short durations.
- C. Modify and extend temporary systems as required by progress of the Work.

3.2 USE

- A. Maintain temporary systems to provide safe, continuous service as necessary and as required.
- B. Properly supervise operation of temporary systems:
1. Enforce compliance with Laws and Regulations.
 2. Enforce safe practices.
 3. Prevent abuse of services.
 4. Prevent nuisances and hazards caused by temporary systems and their use.
 5. Prevent damage to finishes.
 6. Ensure that temporary systems and equipment do not interrupt continuous progress of construction.
- C. At end of each work day, check temporary systems and verify that sufficient consumables are available to maintain operation until work is resumed at the Site. Provide additional consumables if the supply on hand is insufficient for continuous operation.

3.3 REMOVAL

- A. Completely remove temporary utilities, temporary facilities, equipment, and materials when no longer required. Repair damage caused by temporary systems and their removal and restore the Site to condition required by the Contract Documents; if restoration of damaged areas is not otherwise specified, restore to preconstruction condition.
- B. Where temporary utilities are disconnected from existing utility, provide suitable, watertight or gastight (as applicable) cap or blind flange, as applicable, on service line, in accordance with requirements of utility owner. If utility owner will perform such work, coordinate with and pay utility owner for such work.
- C. Where permanent utilities and systems were used for temporary utilities, upon Substantial Completion replace all consumables such as filters and light bulbs and parts used during the Work.

END OF SECTION

SECTION 01 77 19

CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for:

1. Substantial Completion.
2. Cleaning.
3. Final inspection.
4. Request for final payment and acceptance of the Work.

1.2 SUBSTANTIAL COMPLETION

A. Substantial Completion – General:

1. Prior to requesting inspection for Substantial Completion, perform the following for the substantially completed Work:
 - a. Materials and equipment for which Substantial Completion is requested shall be fully ready for their intended use.
 - b. Complete field quality control Work, including inspections and testing at the Site, indicated in Drawings for individual materials and equipment items and related Contract Documents. Submit results of, and obtain Engineer's acceptance of, field quality control tests and inspections required by the Contract Documents.
 - c. Cleaning for Substantial Completion shall be completed in accordance with this Section.
 - d. Obtain and submit to Engineer all required permits, inspections, and approvals of authorities having jurisdiction for the substantially completed Work to be occupied and used by Owner.
 - e. Complete other tasks that the Contract requires be completed prior to Substantial Completion.
2. Procedures for requesting and documenting Substantial Completion are in the General Conditions, as may be modified by the Supplementary Conditions.
3. Sample letter for Contractor's request for inspection for Substantial Completion is attached to this Specifications section. Use the model language of the sample letter, modified to suit the Project and the needs of Contractor's request.
4. Unless decided otherwise by Owner and Engineer, form of certificate of Substantial Completion will be EJCDC C-625, "Certificate of Substantial Completion" (2018 edition or later), prepared by Engineer.
5. Refer to the Agreement and Section 01 29 76 - Progress Payment Procedures, for requirements regarding consent of surety to partial release of or reduction in retainage.

1.3 CLEANING

A. Progress Cleaning – Work Areas:

1. Clean areas where the Work is in progress to maintain an extent of cleanliness necessary for proper execution of the Work and safety of personnel.
2. Remove liquid spills promptly. Where spills may have harmful effects on health, safety, protection of facilities, or the environment, immediately report spills to

Owner, Engineer, and authorities having jurisdiction, in accordance with the Contract Documents and Laws and Regulations.

3. Where dust would impair proper execution of or quality of the Work, broom-clean or vacuum entire work area, as necessary.
4. Concealed Spaces: Remove waste material and debris from concealed spaces before enclosing the space.

B. Waste Disposal:

1. Properly dispose of waste materials (including surplus materials, debris, rubbish, and other waste) off the Site.
2. Do not burn or bury waste materials at the Site.
3. Remove waste material and rubbish from excavations before backfilling.
4. Do not discharge volatile or hazardous substances, such as mineral spirits, oil, or paint thinner, into storm sewers, gutters, sanitary sewers, or other location in the environment. Dispose of such materials in accordance with Laws and Regulations.
5. Do not discharge wastes to surface waters, drainage routes, or groundwater.
6. Contractor is solely responsible for complying with Laws and Regulations regarding storing, transporting, and disposing of waste generated by Contractor's operations or brought to the Site by Contractor.

C. Closeout Cleaning

1. Complete the following prior to requesting inspection for Substantial Completion:
 - a. Clean and remove from the Site waste material (including rubbish and debris) and other foreign and undesirable items and substances.
 - b. Sweep broom-clean paved areas suitable for access by vehicles.
 - c. Remove spills and stains or petroleum, oils, solvents, other chemicals, and other foreign and undesirable deposits.
 - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Surface waterways and drainage routes (including storm sewers, gutters, and ditches) shall be open and clean.
 - f. Repair pavement, roads, sod, and other areas affected by construction operations and restore to specified condition; if condition is not specified, restore to preconstruction condition.
 - g. Remove temporary access road to preconstruction conditions, as applicable.
 - h. Clean exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of spatter, grease, stains, fingerprints, films, and similar foreign and undesirable substances.
 - i. Remove waste material and surface dust from limited-access spaces, including roofs, plenums, shafts, trenchway, equipment vaults, manholes, and similar spaces.
 - j. Remove non-permanent tags and labels.
 - k. Leave the Site clean, and in neat, orderly condition, satisfactory to Owner and Engineer.

D. Complete the following prior to requesting final inspection:

1. After Substantial Completion of all the Work, following completion of items of incomplete or damaged Work ("punch list Work"), clean "punch list Work areas in accordance with Paragraph 1.3.C.1 of this Specifications Section.

2. Remove field offices, Contractor's storage sheds, and remaining stockpiles and clean all such areas in accordance with Paragraph 3.2.B of this Specifications Section, and in accordance with Contract Documents for landscaping and restoration.

1.4 FINAL INSPECTION

A. Final Inspection – General:

1. Prior to requesting final inspection, verify that all the Work is fully complete and ready for final payment. Partial checklist for this purpose is attached to this Specifications section.
2. Sample letter for Contractor to request final inspection is attached to this Specifications section. Use the model language of the sample letter, modified to suit the Project.
3. Procedures for requesting and documenting the final inspection are in the General Conditions, as may be modified by the Supplementary Conditions, and as augmented in this Specifications section.

1.5 REQUEST FOR FINAL PAYMENT AND ACCEPTANCE OF THE WORK

A. Procedure:

1. After successful completion of the final inspection, submit request for final payment in accordance with the Agreement and General Conditions, as may be modified by the Supplementary Conditions, and using procedure specified in Section 01 29 76 - Progress Payment Procedures, and this Specifications section.
2. Acceptance of the Work:
 - a. Upon Engineer's concurrence that the Work is complete and ready for final payment (as a result of the final inspection and other communications between the parties and Engineer) and receipt of the final Application for Payment, accompanied by other required Contract closeout documentation, all in accordance with the Contract Documents, Engineer will issue to Owner and Contractor a notice of acceptability of the Work, in accordance with the General Conditions, as may be modified by the Supplementary Conditions.
 - b. Unless decided otherwise by Owner and Engineer, form of acceptance will be EJCDC C-626, "Notice of Acceptability of Work", (2018 edition or later).
 - c. Nothing other than receipt of such notice of acceptability from Engineer constitutes acceptance of the Work.
 - d. Receipt of Engineer's notice of acceptability of the Work does not relieve Contractor of Contractor's continuing obligations under the Contract, including correction period obligations, warranty obligations, indemnification obligations, insurance requirements, and Contractor's other obligations following acceptance of the Work by Engineer and final payment. Such obligations shall commence and remain in effect as indicated elsewhere in the Contract Documents.

B. Request for final payment shall include:

1. Documents required for progress payments in Section 01 29 76 - Progress Payment Procedures.
2. Documents required in the General Conditions, as may be modified by the Supplementary Conditions.
3. List, on Contractor's letterhead, of all Change Proposals, Claims, and disputes that Contractor believes are unsettled. If there are no such Change Proposals, Claims, or disputes, so indicate in writing.

4. Consent of Surety to Final Payment:
 - a. Acceptable form includes AIA G707, "Consent of Surety to Final Payment" (1994 or later edition), or other form acceptable to Owner.
5. Releases of Liens:
 - a. Submit complete and legally effective releases (satisfactory to Owner) of all Liens filed in connection with the Work, regardless of whether such Lien was filed by Contractor, Subcontractor, or Supplier.
 - b. Each release of Lien shall be signed by an authorized representative of the entity submitting the release of Lien, and shall include Contractor's, Subcontractor's, or Supplier's (as applicable) corporate seal, when applicable.
6. Waivers of Lien Rights:
 - a. Submit legally-binding waivers of rights to file Liens, acceptable to Owner, as required in the General Conditions (as may be modified by the Supplementary Conditions) from Contractor and each Subcontractor and Supplier that furnished or provided labor, material, or equipment totaling \$1,000 or more for the Work.
 - b. Furnish final list of Subcontractors and Suppliers indicating final amount of the associated subcontract or purchase order for each. Include on the list all lower-tier Subcontractors and Suppliers retained by higher-tier Subcontractors and Suppliers. Prepare the list using the form included in Section 01 29 76 - Progress Payment Procedures.
 - c. Each waiver of Lien rights shall be signed by an authorized representative of the entity submitting waiver of Lien rights, and shall include Contractor's, Subcontractor's, or Supplier's (as applicable) corporate seal, when applicable.
 - d. Waiver of Lien rights may be conditional upon receipt of final payment.
 - e. Required Affidavits: Submit the following:
 - 1) Affidavit of payment of debts and claims, submitted by Contractor. Acceptable form includes AIA G706, "Contractor's Affidavit of Payment of Debts and Claims" (1994 or later edition), or other form acceptable to Owner, and;
 - 2) Affidavit of release of Liens, submitted by Contractor. Acceptable form includes AIA G706A, "Affidavit of Release of Liens" (1994 or later edition).
 - 3) Each affidavit shall be signed by an authorized representative of Contractor and shall bear Contractor's corporate seal, as applicable.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. The documents listed below, following this Specification section's "End of Section" designation, are part of this Specifications section:
 1. Sample letter for Contractor's use in requesting inspection for Substantial Completion (two pages).
 2. Sample partial checklist to identify readiness for final inspection (four pages).
 3. Sample letter for Contractor's use in requesting final inspection (one page).
- B. In the model language of the attached sample letters for Contractor to request inspection for Substantial Completion and the final inspection, italicized language in brackets, e.g., "[insert date]" indicates instructions to the drafter of the letter and often indicates specific information to be inserted by Contractor; do not include bracketed,

italicized text in the final version of the letter(s) prepared for the Project. Non-italicized language in brackets is optional language; use the appropriate language to complete the actual letter for the Project and edit where required to suit the specific circumstances.

END OF SECTION

**SAMPLE LETTER FOR CONTRACTOR'S USE IN
REQUESTING INSPECTION FOR SUBSTANTIAL COMPLETION**

SENT VIA E-MAIL AND U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Date]

[Name of Engineer's contact person]

HDR

[Street address]

[City, state, postal code]

Subject:

[Project name, Contract designation]

Request for Inspection for Substantial Completion

Dear [addressee]:

In our opinion, [all of] [or] [a portion of] the Work under the above-referenced Contract is substantially complete as of [insert month, day, year on which Substantial Completion was achieved]. [The specific portion of the Work that we believe is substantially complete is [insert identification of that portion of the Work that is substantially complete].]

Enclosed is our listing of uncompleted Work items ("punch list"). In accordance with Paragraph 15.03.A of the General Conditions, we hereby request: (1) That the Engineer schedule and perform the inspection for Substantial Completion as soon as possible, and (2) Issuance of the certificate of Substantial Completion.

In accordance with Paragraph 15.03.D of the General Conditions, upon Substantial Completion, we propose the following relative to apportionment of responsibilities between the Owner and the Contractor:

1. Security, Protection, Insurance:
 - a. Site Security: [insert proposal; address whether Owner or Contractor will be responsible for security of the Site].
 - b. Protection of the Substantially Completed Work: [insert proposal; address whether Owner or Contractor will be responsible for protection].
 - c. Property Insurance: [insert proposal; typically Owner assumes responsibility for property insurance upon Substantial Completion]
2. Operation and Maintenance:
 - a. Operation: [insert proposal; address whether Owner or Contractor will be responsible for operating the substantially completed Work].
 - b. Maintenance: [insert proposal; address whether Owner or Contractor will be responsible for maintaining the substantially completed Work].
3. Utilities: [for each of the following, indicate whether Owner or Contractor will be responsible for utilities and services, or whether responsibility will be shared; if shared, indicate proposed cost-sharing]
 - a. Electricity: [insert proposal].
 - b. Natural Gas/Fuel/Heating: [insert proposal].

- c. Water Supply: [insert proposal].
- d. Wastewater: [insert proposal].
- e. Communications (Telephone, Internet, Video): [insert proposal].

In accordance with Paragraph 15.08.A of the General Conditions, we understand that the Contract's correction period for the Work covered by the certificate of Substantial Completion commences on the Substantial Completion date documented in said certificate. [Drafter: Also see Paragraph 15.04 ("Partial Utilization") of the General Conditions and, where necessary, edit this paragraph of the letter accordingly.]

Should you have questions or comments regarding this notice, please contact [the undersigned] [or] [insert other contact person's name], at [insert telephone number and e-mail address].

Sincerely,

[Contractor's company name]

[Signatory name]

[Signatory's title]

Attachments:

Preliminary list of uncompleted Work items ("punch list"; [##] pages)

Copies:

[Owner's project manager]

SAMPLE PARTIAL CHECKLIST TO IDENTIFY READINESS FOR FINAL INSPECTION

Project: []
 Contract: []
 Contractor: []

Item No./Description	Completed/Date	In Progress	Not Started	Not Applicable	Target Date	Responsible Entity/Person
1. All Submittals, including all 28-day concrete strength, approved or accepted by Engineer	☐	☐	☐	☐		
Remarks:						
1. Final Work completed by Subcontractors	☐	☐	☐	☐		
Remarks:						
2. Permits closed out and regulatory compliance transitioned from construction to operations	☐	☐	☐	☐		
Remarks:						
3. All outstanding change issues are addressed and all Change Proposals submitted	☐	☐	☐	☐		
Remarks:						
4. All Change Proposals and Claims are resolved	☐	☐	☐	☐		
Remarks:						
5. All defective Work of which Contractor is aware has been corrected in accordance with the Contract Documents	☐	☐	☐	☐		

Item No./Description	Completed/Date	In Progress	Not Started	Not Applicable	Target Date	Responsible Entity/Person
<i>Remarks:</i>						
6. Issues related to Constituents of Concern and potential Hazardous Environmental Condition have been fully addressed	☐	☐	☐	☐		
<i>Remarks:</i>						
7. Manufacturer warranties and software license(s) furnished	☐	☐	☐	☐		
<i>Remarks:</i>						
8. All field engineering Submittals, including survey data, furnished	☐	☐	☐	☐		
<i>Remarks:</i>						
9. All Work on "punch list" is complete in accordance with the Contract Documents	☐	☐	☐	☐		
<i>Remarks:</i>						
10. All record documents submitted to and accepted by Engineer	☐	☐	☐	☐		
<i>Remarks:</i>						
11. Contractor is fully demobilized from the Site	☐	☐	☐	☐		
<i>Remarks:</i>						
12. All Site restoration is complete	☐	☐	☐	☐		
<i>Remarks:</i>						

Item No./Description	Completed/Date	In Progress	Not Started	Not Applicable	Target Date	Responsible Entity/Person
13. Final cleaning of all work areas is complete	☐	☐	☐	☐		
<i>Remarks:</i>						
14. Releases of Liens and waivers of Lien rights (or acceptable alternative) obtained from Subcontractors and Suppliers	☐	☐	☐	☐		
<i>Remarks:</i>						
15. Evidence of Contractor liability insurance furnished for correction period	☐	☐	☐	☐		
<i>Remarks:</i>						
16. All other required Contract closeout documents obtained	☐	☐	☐	☐		
<i>Remarks:</i>						
<i>Remarks:</i>						
17. All other Work and documentation required prior to final payment is complete and provided in accordance with the Contract Documents	☐	☐	☐	☐		
<i>Remarks:</i>						

SAMPLE LETTER FOR CONTRACTOR'S USE IN REQUESTING FINAL INSPECTION

SENT VIA E-MAIL AND U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED

[Date]

[Name of Engineer's contact person]

HDR

[Street address]

[City, state, postal code]

Subject:

[Project name, Contract designation]

Request for Final Inspection

Dear [addressee]:

The Work under the above-referenced Contract is complete and ready for final payment as of [insert month, day, year on which final completion was achieved]. In accordance with Paragraph 15.05 of the General Conditions, we hereby request that the Engineer schedule and perform the final inspection as soon as possible. Upon successful completion of the final inspection, we will submit our final Application for Payment accompanied by the required Contract closeout documentation in accordance with the Contract Documents.

Should you have questions or comments regarding this notice, please contact [the undersigned] [or] [insert other contact person's name], at [insert telephone number and e-mail address].

Sincerely,

[Contractor's company name]

[Signatory name]

[Signatory's title]

Attachments:

None

Copies:

[Owner's project manager]

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements for Project record documents, to supplement record documents requirements of the General Conditions, as may be modified by the Supplementary Conditions.
- B. Scope:
 - 1. Contractor shall provide all labor, materials, equipment, and services to establish, maintain, continuously update, and submit to Engineer Project record documents in accordance with the Contract Documents.
- C. Related Sections include but are not necessarily limited to:
 - 1. Section 01 29 76 - Progress Payment Procedures.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Obtain necessary field measurements and record all data required for Project record documents before covering up the Work or building on subsequent phases of the Work.
 - 2. Promptly after obtaining measurements and information, record the data and information on Project record documents.
- B. Monthly Status Evaluation:
 - 1. Not less than once per month, as a condition precedent to submitting Application for Payment, Contractor's site superintendent will meet with Engineer at the Site to review status of Contractor's Project record documents.
 - 2. When Engineer directs corrections to Project record documents, promptly make such corrections on the Project record documents. Engineer's directions or lack thereof do not in any way relieve or mitigate Contractor's sole responsibility for the accuracy, completeness, and clarity of Project record documents.
 - 3. Requirements for review of record documents status as a condition precedent to progress payments is in Section 01 29 76 - Progress Payment Procedures.

1.3 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Recorder of Changes and Field Conditions on Project Record Documents:
 - a. Contractor's staff at the Site shall include not less than one person with suitable training and drafting (drawing) experience to record on the Project record documents changes made and field conditions encountered.
 - b. Upon Engineer's request, submit name of proposed recorder at the Site, resume', or list of relevant experience, and copy of credentials of completion of such drafting (drawing) course(s).
 - c. If original recorder of changes and field conditions is replaced, promptly advise Engineer in writing.
- B. Samples of Similar Prior Work:
 - 1. Submit Samples of the personal work of Contractor's designated recorder of changes and field conditions on the Project record documents from not less than two prior projects of similar type(s) of work at the Work. Submit copies of not less than two marked-up drawings

from each prior project and copies of two pages of marked-up specifications from each prior project.

2. Samples shall be in the same form as proposed for the Project record documents. For example, where Contractor intends to submit hand-drawn mark-ups of the Drawings and Specifications, Samples shall be copies of hand-drawn markups.
3. If original recorder of changes and field conditions is replaced by Contractor, replacement recorder shall provide the same standard of work on Project record documents as indicated in the approved Samples.

1.4 SUBMITTALS

A. Action Submittals: Submit the following:

1. Samples:

- a. Sample of field-recorded project record documents from prior projects, in accordance with this Specifications section's "Quality Assurance" Article, to establish quality and style for markups of Project record documents. Submit within 15 days of the date the Contract Times commence running.

B. Informational Submittals: Submit the following:

1. Qualifications Statements:

- a. When requested by Engineer, submit qualifications of proposed recorder of changes and field conditions for Project record documents at Contractor's field office at the Site. Qualifications shall comply with the "Quality Assurance" Article of this Specifications section.

C. Closeout Submittals: Submit the following:

1. Record Documentation:

- a. Prior to readiness for final payment, submit to Engineer one copy of Project's final record documents and obtain Engineer's acceptance of same. Submit complete record documents; do not make partial Submittals without Engineer's concurrence.
- b. Submit the following Project record documents:
 - 1) Record Drawings, including those issued via Addenda, Change Orders, Work Change Directives, Field Orders, and allowance authorizations.
 - 2) Record project manual, including Specifications, indicating changes made via Addenda, Change Orders, Work Change Directives, Field Orders, and allowance authorizations.
- c. Submit record documents with transmittal letter on Contractor's letterhead in accordance with requirements in Section 01 33 00 - Submittal Procedures.

2. Certifications:

- a. Record documents Submittal shall include certification, with original signature of official authorized to sign legally-binding contracts on behalf of Contractor, reading as follows:
 - 1) (Contractor's legal/contractual entity name) has maintained, continuously updated, and submitted Project record documentation in accordance with the General Conditions and Supplementary Conditions, Section 01 78 39 - Project Record Documents, and other elements of Contract Documents, for the Mt. Crested Butte Water & Sanitation District, Timberland Tank Ringwall Repairs. We certify that each record document submitted is complete, accurate, and legible relative to the Work performed under our Contract, and that the record documents comply with the requirements of the Contract Documents.

By: [] (signature)

Print Name: []

Title: []

1.5 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintain in Contractor's field office, in clean, dry, legible condition, complete sets of the following record documents:
 - 1. Drawings, Specifications, and Addenda;
 - 2. Shop Drawings, Samples, and other Submittals, including records of test results, approved or accepted as applicable, by Engineer;
 - 3. Change Orders, Work Change Directives, Field Orders, allowance authorizations;
 - 4. copies of all interpretations and clarifications issued;
 - 5. photographic documentation;
 - 6. survey data; and
 - 7. all other documents pertinent to the Work.
- B. Provide files and racks for proper storage and easy access to Project record documents. File record documents in accordance with the edition of the Construction Specification Institute's *MasterFormat* used for organizing the project manual, unless otherwise accepted by Engineer or RPR.
- C. Promptly make Project record documents available for observation and review upon request of Engineer or Owner.
- D. Do not use Project record documents for any purpose other than serving as Project record. Do not remove Project record documents from Contractor's field office without Engineer's approval.

1.6 RECORDING INFORMATION ON PROJECT RECORD DOCUMENTS

- A. Recording Changes, Field Conditions, and Other Information – General:
 - 1. At the start of the Project, label each record document to be submitted as, "PROJECT RECORD" using legible, printed letters. Letters on record copy of the Drawings shall be two inches high.
 - 2. Keep record documents current consistent with the progress of the Work. Make entries on record documents within two working days of receipt of information required to record the change, field condition, or other pertinent information.
 - 3. Do not permanently conceal the Work until required information has been recorded for Project record documents.
 - 4. Accuracy of record documents shall be such that future searches for items shown on the record documents may rely reasonably on information obtained from Engineer-accepted Project record documents.
 - 5. Marking of Entries:
 - a. Use erasable, colored pencils (not ink or indelible pencil) for marking changes, revisions, additions, and deletions to Project record documents.
 - b. Clearly describe the change by graphic line and make notations as required. Use straight-edge to mark straight lines. Writing shall be legible and sufficiently dark to allow scanning of record documents into legible electronic files in "portable document format" (.PDF) files.
 - c. Date each entry on record documents.
 - d. Indicate changes by drawing a "cloud" around the change(s) indicated.
 - e. Mark initial revisions in red. In the event of overlapping changes, use different colors for subsequent changes.
- B. Drawings:
 - 1. Record changes on copy of the Drawings. Submittal of Contractor-originated or -produced drawings as a substitute for recording changes on a copy of the Drawings is unacceptable.
 - 2. Record changes on plans, sections, elevations, schematics, schedules, and details as required for clarity, accuracy, and completeness, making reference dimensions and elevations (to Project datum) for complete record documentation.

3. Record actual construction including:
 - a. Depths of various elements of foundation relative to Project datum.
 - b. Horizontal and vertical location of Underground Facilities referenced to permanent surface improvements and Project elevation datum. For each Underground Facility, including pipe fittings, show and indicate dimensions to not less than two permanent, visible surface improvements.
 - c. Location of exposed utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure and, where applicable, to Project elevation datum.
 - d. Changes in structural and architectural elements of the Work, including changes in reinforcing.
 - e. Field changes of dimensions, arrangements, and details.
 - f. Changes made in accordance with Addenda, Change Orders, Work Change Directives, Field Orders, and allowance authorizations.
 - g. Changes in details on the Drawings. Submit additional details prepared by Contractor when required to document such changes.
4. Recording Changes for Schematic Layouts:
 - a. In some cases on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items are shown schematically and are not intended to portray physical layout. For such cases, the final physical arrangement shall be determined by Contractor subject to acceptance by Engineer.
 - b. Record on the Project record documents all revisions to schematics on the Drawings, including: piping schematics and other schematics when included in the Drawings. Show and indicate actual locations of pertinent data.
 - c. When dimensioned plans and dimensioned sections or elevations on the Drawings show the Work schematically, indicate on the Project record documents, by dimensions accurate to within one inch in the field, centerline location of items of Work such as conduit, piping, ducts, and similar items
 - 1) Clearly identify each item of the Work by accurate notations such as "cast iron drain", "rigid electrical conduit", "copper waterline", and similar descriptions.
 - 2) Show by symbol or by note the vertical location of each item of the Work; for example, "embedded in slab", "under slab", "in ceiling plenum", "exposed", and similar designations. For piping not embedded, also indicate elevation dimension relative to Project elevation datum.
 - 3) Descriptions shall be sufficiently detailed to be related to the Specifications.
 - d. Engineer may furnish written waiver of requirements relative to schematic layouts shown on plans, sections, and elevations when, in Engineer's judgment, dimensioned layouts of Work shown schematically will serve no useful purpose. Do not rely on such waiver(s) being issued.
5. Supplemental Drawings:
 - a. In some cases, drawings produced during construction by Engineer or Contractor supplement the Drawings and shall be included with Project record documents submitted by Contractor. Supplemental record drawings shall include drawings or sketches that are part of Change Orders, Work Change Directives, Field Orders, and allowance authorizations and that cannot be incorporated into the Drawings because of space limitations.
 - b. Supplemental drawings submitted with record drawings shall be integrated with the Drawings and include necessary cross-references between drawings. Supplemental record drawings shall be on sheets the same size as the Drawings.
 - c. When supplemental drawings developed by Contractor using computer-aided drafting/design (CAD), building information models (BIM), or civil information models (CIM) software are to be included in record drawings, submit electronic files for such

drawings as part of record drawing Submittal. Label such files, "Supplemental Record Drawings", including with Contractor's name, Project name, and Contract designation.

C. Specifications and Addenda:

1. Mark each Specifications section to record:
 - a. Manufacturer, trade name, catalog number, and Supplier of each material and equipment item actually furnished.
 - b. Changes made by Addendum, Change Orders, Work Change Directives, Field Orders, and allowance authorizations.

1.7 ELECTRONIC DOCUMENTS FURNISHED BY ENGINEER

A. CAD, BIM, or CIM files of the Drawings will be furnished by Engineer upon the following conditions:

1. Contractor shall submit to Engineer a letter on Contractor letterhead requesting CAD, BIM, or CIM files of the Drawings and indicating specific definition(s) or description(s) of how such Electronic Documents will be used by Contractor, and specific description of benefits to Owner (including credit proposal, if applicable) if the request is granted.
2. Engineer does not guarantee that Electronic Documents are available in the format(s) requested by Contractor. Some projects may have Drawings developed using only CAD software instead of BIM or CIM software. Engineer will not create BIM or CIM files for Contractor if such files do not already exist.
3. Contractor shall sign Engineer's standard agreement with Contractor for release of Electronic Documents and shall abide by the provisions of such agreement for release of Electronic Documents.
4. Layering system incorporated in CAD, BIM, and CIM files shall be maintained as transmitted by Engineer. CADD, BIM, and CIM files transmitted by Engineer containing cross-referenced files shall not be bound by Contractor. Drawing cross-references and paths shall be maintained. If Contractor alters layers or cross-reference files, Contractor shall restore all layers and cross-references prior to submitting Project record documents to Engineer.
5. Contractor shall submit Project record drawings to Engineer in same CAD, BIM, or CIM format that files were furnished to Contractor.

B. Microsoft Word files of Specifications:

1. Requirements for Engineer's potential release of word processing files of the Specifications or other written documents in native format are the same as those for Drawings.
2. When Specifications are released in native format, Contractor shall submit record specifications in the same format, with all changes tracked using Microsoft Word's "track changes" feature.
3. Do not modify the formatting of the native files furnished by Engineer. If formatting changes are made without Engineer's authorization, remedy the formatting to the same condition and status as when the files were first delivered to Contractor. Such remedy shall be at Contractor's expense.
4. Comply with all requirements of this Specifications section regarding record specifications.
5. After delivery of record specifications Submittal to Engineer, delete from Contractor's files the native word processing files. Contractor may retain a PDF version of such files for Contractor's records.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION - (NOT USED)

END OF SECTION