

**CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

**FOR
GROUNDWATER TEST WELL
LOCATED ALONG
MW RICKENBAKER ROAD**

**FOR
CLARENDON COUNTY
IN MANNING, SOUTH CAROLINA 29102**



**ALLIANCE CONSULTING ENGINEERS, INC.
PROJECT NO. 23192-0014
SCIIP NO. A-23-C042**

APRIL 2024

BID DOCUMENTS

CONTRACTOR:

ADDRESS:

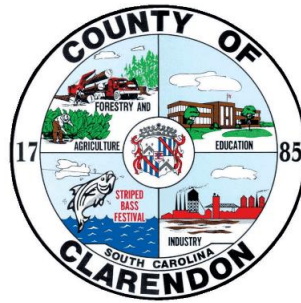
CONTRACTOR'S LICENSE NUMBER:



Alliance Consulting Engineers, Inc.
1201 Main Street, Suite 2020
Columbia, SC 29202-8147
(803) 779- 2078 • (803) 779-2079 fax
www.AllianceCE.com
Contact: Adam Hogan, P.E.

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FOR
GROUNDWATER TEST WELL
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**FOR
CLARENDON COUNTY
LOCATED IN MANNING, SOUTH CAROLINA**



Prepared For:
Clarendon County
411 Sunset Drive
Manning, South Carolina, 29102



Prepared By:
Alliance Consulting Engineers, Inc.
1201 Main Street, Suite 2020
Columbia, South Carolina 29202-8147

Project No. 23192-0014

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ALONG MW RICKENBAKER ROAD
FOR CLARENDON COUNTY
PROJECT NO. 23192-0014
APRIL 2024

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Well Details	C-3.0

END OF SECTION

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ADVERTISEMENT FOR BIDS

Owner: Clarendon County

Alliance Consulting Engineers, Inc. Project No.: 23192-0014

SCIIP Project No.: A-23-C042

Separate sealed bids for construction of the Groundwater Test Well for Clarendon County will be received by the Clarendon County, 411 Sunset Drive until 2:00 PM on **Thursday, August 15, 2024**, and then publicly opened and read aloud at said location. Oral statements may not be relied upon and will not be binding or legally effective. The deadline for submitting questions is **Friday, August 2, 2024, at 5:00 PM.**

Sealed BIDS may be mailed to:

Attention: Mr. William Timmons, County Engineer
Clarendon County
411 Sunset Drive, Manning, South Carolina 29102

Or, Sealed BIDS may be hand delivered to:

Attention: Mr. William Timmons, County Engineer
Clarendon County
411 Sunset Drive, Manning, South Carolina 29102

This project consists of providing all required materials, equipment and labor necessary to complete the construction of **Groundwater Test Well**. Generally, the project includes the construction of the Test Groundwater Well for Clarendon County Water and Sewer Department with 8-inch Well Diameter, Assumed Yield up to 750 GPM located at TMS# 144-00-03-037-00 in Manning, South Carolina. Specific details are included within the Construction Plans and Technical Specifications.

This Project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP) through the South Carolina Rural Infrastructure Authority (SCRIA). All Contractors and Subcontractors are required to be registered in the Federal System for Award Management (SAM).

The Instructions to Bidders, Bid Form, Contract, Plans, Specifications, Bid Bond, Performance Bond, Payment Bond and other Contract Documents may be examined at the following locations:

Clarendon County: 411 Sunset Drive, Manning, South Carolina 29102

HCAC and iSqFt Plan Rooms: hcarolina@isqft.com
Dodge Plan Room: Dodge.Docs@construction.com

Engineers: Alliance Consulting Engineers, Inc., 1201 Main Street, Suite 2020
Columbia, SC 29202-8147

Drawings, Specifications, and Contract Documents may be obtained from the office of Alliance Consulting Engineers, Inc., 124 Verdae Blvd., Greenville, South Carolina 29607-3843 upon a non-refundable payment of **\$250** for each set. When requesting drawings, specifications or contract documents, provide the following information about your company: Mailing address; street (FedEx) address; telephone number; FAX number (if applicable) and email address.

Bidders must deposit security with all bids. Security shall be in the form of a certified check or bid bond made payable to the Owner, and shall be for an amount equal to not less than five percent (5%) of the amount of the bid. Provisions of the security shall be as described in the Information for Bidders.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (SC Code of Laws as amended in 1999, Chapter 11, Sections 40-11-10 through 40-11-428).

NOTICE TO BIDDERS: Each bidder shall fully acquaint themselves with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this Bid. The failure or omission of a bidder to acquaint themselves with existing conditions shall in no way relieve them of any obligation with respect to this Bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by Alliance Consulting Engineers, Inc. Neither Clarendon County nor Alliance Consulting Engineers, Inc. shall be legally bound by any amendment or interpretation that is not in writing.

Contractors shall have a South Carolina Contractor License Classification of WP. The Group Limitation shall be Group 2 or above.

No bidder may withdraw the bid within sixty (60) days after the actual date of the opening and thereof.

Clarendon County reserves the right to waive any informality or to reject any or all bids. Clarendon County reserves the right to accept or reject any, all or any part of bids received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether bids submitted meet all requirements. All bids submitted shall become the property of Clarendon County. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of bids or to procure or contract for goods or services. Clarendon County is an Equal Opportunity Employer.

ENGINEERS

Alliance Consulting Engineers, Inc.
1201 Main Street, Suite 2020
Columbia, South Carolina 29202-8147

OWNER

Clarendon County
411 Sunset Drive
Manning, South Carolina 29102

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

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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. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from Alliance Consulting Engineers, Inc., 1201 Main Street, Suite 2020, Columbia, South Carolina 29202-8147. The deposit will be nonrefundable and a FedEx account number must be provided for FedEx delivery of Plan Sets.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five (5) days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, and present commitments.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 Subsurface and Physical Conditions
- A. The General Conditions identify:
1. The reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 2. The drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.01.A are included herein. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established. 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.
- 4.02 Underground Facilities
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 Hazardous Environmental Condition

- A. The General Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
 - B. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established. 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.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Engineer and Owner shall be notified prior to any site visits.
- 4.06 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda.
 - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), which have been identified in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in Paragraph 4.06 of the General Conditions.
 - E. Obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site, which

may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE – NONE – INTENTIONALLY OMITTED

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Agreement or sixty-one (61) days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The time allotted for completion of the Groundwater Test Well, including alternate(s) approved by the Owner and the Engineer is as follows:

Substantial Completion 60 calendar days after the Notice to Proceed has been issued.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages are set forth in the Agreement

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute materials and equipment approved by the Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. Request for Engineer's clarification of materials and equipment considered "or equal" prior to the Effective Date of the Agreement must be received by the Engineer at least 5 days prior to the date for the receipt of Bids. No items of material or equipment will be considered by Engineer as a substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the General Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement,

the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, without an increase in Bid.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president, vice-president, or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall 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 shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

- 13.10 The postal address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

- 14.02 Lump Sum
 - A. Bidder shall submit a Bid on a lump sum basis for the Base Bid and include a separate price for each alternate (if applicable) described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the Base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as in the Bid Form. Lump Sum bid project require that the apparent low three (3) bidders provide a Schedule of Values per the requirements in Section 00 62 73 within seven (7) days after the bid opening.
 - B. Discrepancies between words and figures will be resolved in favor of the words.
- 14.03 Allowances
 - A. For Cash Allowances the Base Bid Price shall include such amounts as the Bidder deems proper for the Contractor's overhead, cost, profit and other expenses on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.
- 14.04 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one (1) separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bid. A mailed Bid shall be addressed to Owner at address in Article 1.01 of Bid Form.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 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, that Bidder may withdraw its Bid, and the Bid security

will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the work. The provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in preparing the bid.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, 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 in the form of a Bid Tabulation and Bid Comparison. The Bid Opening Minutes will also be provided to all in attendance.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 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 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the General Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered award.

19.07 The Owner reserves the right not to Award the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver one (1) fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES - INTENTIONALLY OMITTED

ARTICLE 23 - CONTRACTS TO BE ASSIGNED - INTENTIONALLY OMITTED

ARTICLE 24 - WAGE RATE REQUIREMENTS

24.01 The prevailing wage rates of the State of South Carolina apply to this contract as do any requirements of the State of South Carolina associated with the use of these State Prevailing wages.

ARTICLE 25 – TERMS AND CONDITIONS FOR FEDERAL CONTRACTS

25.01 Termination for Cause and Convenience

The contract may be terminated in whole or in part as follows:

- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or
- v. By the Grantee pursuant to termination provisions included in the SCIIP award.

25.02 Administrative, Contractual, and Legal Remedies

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, RIA or the Grantee may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the contractor;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate this Contract; and

- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Grantee shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

25.03 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- ii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in

Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

25.04 Debarment and Suspension (Executive Orders 12549 and 12689)

- i. The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

25.05 Contract Work Hours and Safety Standards Act

- i. The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

END OF SECTION

**SECTION 00 31 43
PERMITS OBTAINED AND REQUIRED**

FOR

**NEW GROUNDWATER TEST WELL
ALONG MW RICKENBAKER ROAD**

**FOR
CLARENDON COUNTY**

**PROJECT NO. 23192-0014
APRIL 2024**

- 1.0 Work included: This section outlines the requirements of the Contractor for the payment for any fees and the acquisition of any required licenses, building permits, rights-of-ways, easements, etc., that may be required for the construction of the project.
- 2.0 Contractor is to fully comply and provide required notifications for all referenced permits.
- 3.0 Clarendon County Water and Sewer Department has obtained permits related to the Groundwater Test Well. Those Permits obtained, attached to this section are listed as follows:
1. The South Carolina Department of Health and Environmental Control (SCDHEC) Notice of Intent for Stormwater Discharges From Construction Activities – Less than One (1)-Acre Disturbance.
 2. The South Carolina Department of Health and Environmental Control (SCDHEC) Drinking Water Permit to Construct (Permit No. 37664-WS) issued June 07, 2024.
- 4.0 Work not included: The Contractor shall be responsible for obtaining and providing the following permits in conjunction with final approval to build on the site.
1. Necessary Building Permits (Electrical, HVAC, etc.), if required.
 2. BUSINESS LICENSE - Verify licenses that are required to perform the work within the project area, and obtain at no additional cost to the Owner.
 3. RIGHTS-OF-WAY, UTILITY LINES
 - a. The Contractor shall confine his activities to the project limits as illustrated in the Technical Specifications, construction drawings, and contract documents.
 - b. The Owner will provide no right-of-way over other property.
 4. LAND/PROPOERTY – The necessary land for construction of the proposed improvements will be provided by the Owner.

The South Carolina Department of Health and Environmental Control (SCDHEC) Notice of Intent for
Stormwater Discharges From Construction Activities – Cover Page

The South Carolina Department of Health and Environmental Control (SCDHEC) Drinking Water Permit to Construct – Cover Page

SCIIP Project A-23-C042

Water Supply Construction Permit Bureau of Water



S.C. Department of Health and
Environmental Control

Permission is Hereby Granted To: CLARENDON COUNTY WATER & SEWER
411 SUNSET DR
MANNING SC 29102

for the construction of a groundwater system (test well) in accordance with the construction plans, specifications, design calculations and the SC DHEC Construction Permit Application signed by Adam Hogan, Registered Professional Engineer, S.C. Registration Number: 25472.

Project Name: DAVIS STATION 750 GPM WELL AND ELEVATED TANK **County:** Clarendon
Location: ADJACENT TO M W RICKENBAKER RD, APPROX. 1,500 FT SOUTH OF MOSES DINGLE RD

Project Description: Test groundwater well for Clarendon County WSD. The well will be 8-inch diameter, 640-ft deep, and assumed yield of 750 gpm. The well will be located at 33 deg. 35 min 57.47 sec North by 80 deg 15 min 46.36 sec West in Clarendon County SC.

Service By: The water will be provided by Clarendon County Water & Sewer (System Number: 1450010)

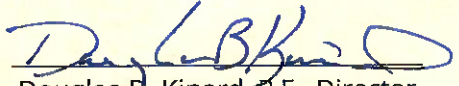
Special Conditions

1. The materials used shall be lead free. EPA defines lead free as a weighted average of 0.25% lead calculated across the wetted surfaces of the pipe, pipe fitting, plumbing fitting, fixtures and 0.2% lead for solder and flux.
2. All materials/products that contact potable water must be third party certified as meeting the specifications of ANSI/NSF Standard 61. The certifying party shall be accredited by the American National Standards Institute.

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

This is a permit for construction only and does not constitute State Department of Health and Environmental Control approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the SUMTER EQC OFFICE at 803-778-1531. Additional permits may be required prior to construction (e.g., stormwater).

Permit Number: 37664-WS
Date of Issue: June 07, 2024
Expiration Date: Construction must be completed prior to June 07, 2027 or this permit will expire.
RAW


Douglas B. Kinard, P.E., Director
Drinking Water and Recreational Waters
Protection Division

END OF SECTION

SECTION 00 41 00

BID FORM

**GROUNDWATER TEST WELL
ALONG MW RICKENBAKER ROAD LOCATED ALONG
MW RICKENBAKER ROAD
IN
CLARENDON COUNTY**

ALLIANCE CONSULTING ENGINEERS, INC. PROJECT NO.

TABLE OF ARTICLES

ARTICLE 1 - BID RECIPIENT

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

ARTICLE 3 - BIDDER'S REPRESENTATIONS

ARTICLE 4 - BIDDER'S CERTIFICATIONS

ARTICLE 5 - BASIS OF BID

ARTICLE 6 - TIME OF COMPLETION

ARTICLE 7 - ATTACHMENTS TO THIS BID

ARTICLE 8 - DEFINED TERMS

ARTICLE 9 - BID SUBMITTAL

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Clarendon County
411 Sunset Drive
Manning, South Carolina 29102

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 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), which have been identified in Paragraph 4.02 of General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in Paragraph 4.06 of General Conditions as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; 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 Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be

employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

4.01 Bidder further represents that:

- A. 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 agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 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;
 - 2. "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;
 - 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.

ARTICLE 5 - BASIS OF BID AND AWARD

5.01 **Groundwater Test Well** - This Project consists of providing all required materials, equipment and labor necessary to complete the construction of The Groundwater Test W. Generally, the improvements include the construction of a 750-GPM Groundwater Test Well Located off MW Rickenbaker Road. Specific details are included within the Construction Plans and Technical Specifications.

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

Base Bid

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Mobilization / Bonds / Insurance	LS	1	\$	\$
2.	30-Inch Diameter Test Well Bore Hole	VF	92	\$	\$
3.	24-Inch Diameter Test Well Bore Hole	VF	220	\$	\$
4.	16-Inch Diameter Test Well Bore Hole	VF	770	\$	\$
5.	24-Inch Diameter Steel Outer Casing	VF	94	\$	\$
6.	18-Inch Diameter Steel Inner Casing	VF	314	\$	\$
7.	10-Inch Diameter Well Casing and Well Screen	VF	770	\$	\$
8.	3-Inch Annular Space Gravel Packing	LS	1	\$	\$
9.	3-Inch Annular Space Grouting	VF	80	\$	\$
10.	Test Well Air Line	LS	1	\$	\$
11.	6-FT x 6-FT Concrete Slab	LS	1	\$	\$
12.	Well Identification Nameplate	LS	1	\$	\$
13.	24-Hour Pump Drawdown Testing	LS	1	\$	\$
14.	Water Sample Testing (per SCDHEC Requirements)	LS	1	\$	\$

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) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total Base Bid Price: \$ _____

1. All Work as shown on the Construction Plans and specified herein:

Base Bid Price:

_____ Dollars

(Use words)

_____ Cents (\$ _____)

(Use numerals)

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

5.02 Basis of Award

The lowest bid shall be the lowest total Base Bid price listed in Paragraph 5.01. If the Owner elects to award a contract, it will be awarded to the responsive bidder who submitted the lowest bid as determined by this basis of award.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a bid bond (EJCDC No. C-430) or certified check in the amount of five percent (5%) of the total bid amount. Bid Bond shall include an executed Power of Attorney;
- B. List of Proposed Subcontractors; (must be submitted within five (5) days of the Bid Opening)
- C. List of Proposed Suppliers; (must be submitted within five (5) days of the Bid Opening)
- D. List of Project References; (must be submitted within five (5) days of the Bid Opening)
- E. Evidence of authority to do business in the State of South Carolina, or written covenant to obtain such license within the time frame for acceptance of Bids;
- F. Contractor License Number or evidence of bidders ability to obtain a State Contractor's License and covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder and Proposed Subcontractor Qualification Statement with Supporting Data; (must be submitted within five (5) days of the Bid Opening)
- H. Completed Bidder Submittal Checklist, if needed.

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Title: _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Title: _____

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in South Carolina is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Telephone No.: _____ Fax No.: _____

SUBMITTED on _____, 201__.

State Contractor License No. _____.

END OF SECTION

SECTION 00 43 00

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER:

Clarendon County
411 Sunset Drive, Manning, South Carolina 29102

BID

Bid Due Date: August 15, 2024 at 2:00 PM
Description: Groundwater Test Well

BOND

Bond Number:
Date (Not earlier than Bid due date):
Penal sum _____

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)
Bidder's Name and Corporate Seal

(Seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 by 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall 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 Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 43 93

BIDDER'S SUBMITTAL CHECKLIST

PROJECT: Groundwater Test Well

PROJECT NO. 23192-0014

BIDDER NAME: _____

DATE: _____

1.0 This checklist shall be included as the first page of the submitted bidding documents. As outlined in ARTICLE 7 of the BID FORM the following items shall be included with the submitted bidding documents:

CHECK (✓)	ITEM	DESCRIPTION
	-	Properly Executed Bid Form (Including the acknowledgement of all Addenda)
	A.	Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check in the amount of five percent (5%) of the total bid amount
	B.	List of Proposed Subcontractors; (must be submitted within five (5) days of the Bid Opening)
	C.	List of Proposed Suppliers; (must be submitted within five (5) days of the Bid Opening)
	D.	List of Project References; (must be submitted within five (5) days of the Bid Opening)
	E.	Evidence of authority to do business in the State of South Carolina, or written covenant to obtain such license within the time frame for acceptance of Bids;
	F.	Contractor License Number or evidence of Bidder's ability to obtain a State Contractor's License and covenant by Bidder to obtain said license within the time for acceptance of Bids.
	G.	Required Bidder Qualification Statement with Supporting Data; (must be submitted within five (5) days of the Bid Opening)
	H.	Completed Bidder's Submittal Checklist

END OF SECTION

SECTION 00 45 13

CONTRACTOR/SUBCONTRACTOR QUALIFICATIONS

PART 1 GENERAL

1.01 The following information and completed forms may be requested by the Owner of the three lowest bidders. The request will be made the day of the Bid Opening or within five (5) days following the Bid Opening. If requested, this data must be submitted to the Engineer or Owner within ten (10) days of the request. Failure to provide the data in this section, upon request, may subject bidder to disqualification.

1.02 DESCRIPTION

Contractor shall provide with its bid, the following 1 original and 3 copies which should be collated, fastened together, and clearly labeled.

- A. Information provided will be used by the Engineer or Owner to determine the competency and ability of the Contractor and/or Subcontractor to perform the scheduled work in a manner that is satisfactory to the Engineer or Owner. The Engineer's or Owner's decision shall be final.
- B. Any Subcontractor being used by the General Contractor, whose portion of the project exceeds 5% of the total bid price amount, will be required to provide the same information as the General Contractor.
- C. The Contractor and Subcontractor shall include with this section a detailed financial statement indicating the Contractor's or Subcontractor's financial resources. The information on that statement shall be certified by a Certified Public Accountant and shall be submitted on the Associated General Contractor's of America form "Standard Questionnaires and Financial Statement for Bidders".
- D. The Contractor and Subcontractor shall certify by attaching his signature to this Section as provided that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information, will subject bidder to disqualification.

1.03 QUALIFICATIONS

- A. Complete the following for General Contractor and any Subcontractors (attach additional sheets as required):
 - 1. Name: _____
 - 2. Address: _____
 - 3. City, State, Zip: _____
 - 4. Principle: _____
- B. Number of years the company has been in business: _____

C. List and describe at least five (5) projects that have been completed, that are similar in size and type, and that has been completed within the last ten (10) years:

1. _____

2. _____

3. _____

4. _____

5. _____

D. For the projects listed above provide the following:

1. Project Owner: _____
Contact Name and Title: _____
Telephone Number: _____
2. Project Owner: _____
Contact Name and Title: _____
Telephone Number: _____
3. Project Owner: _____
Contact Name and Title: _____
Telephone Number: _____
4. Project Owner: _____
Contact Name and Title: _____
Telephone Number: _____
5. Project Owner: _____
Contact Name and Title: _____
Telephone Number: _____

E. For each of the projects listed in Items C & D provide the following:

1. Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____
2. Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____

3. Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____

4. Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____

5. Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____

F. Provide the following for any portion of the work that is being subcontracted (5% or more of the Bid Amount):

1. Name of Subcontractor: _____
Address: _____
Telephone Number: _____
Work being Completed: _____

2. Name of Subcontractor: _____
Address City/State/Zip: _____
Telephone Number: _____
Work being Completed: _____

3. Name of Subcontractor: _____
Address City/State/Zip: _____
Telephone Number: _____
Work being Completed: _____

4. Name of Subcontractor: _____
Address City/State/Zip: _____
Telephone Number: _____
Work being Completed: _____

5. Name of Subcontractor: _____
Address City/State/Zip: _____
Telephone Number: _____
Work being Completed: _____

G. Provide a list of equipment that is owned by the Contractor and is available for this project.

H. Provide a list of equipment that will be purchased, leased or rented for this project.

I. Provide a list of the superintendent(s) or others that will be in charge of this project (Provide resumes and qualifications):

J. Provide the following for current projects being completed:

1. Project Name: _____
Owner: _____
Current Status: _____
Estimated Schedule of Completion: _____
2. Project Name: _____
Owner: _____
Current Status: _____
Estimated Schedule of Completion: _____
3. Project Name: _____
Owner: _____
Current Status: _____
Estimated Schedule of Completion: _____
4. Project Name: _____
Owner: _____
Current Status: _____
Estimated Schedule of Completion: _____
5. Project Name: _____
Owner: _____
Current Status: _____
Estimated Schedule of Completion: _____

K. Provide a list of projects that have been completed with the Owner over the past fifteen (15) years:

1. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
2. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
3. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
4. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
5. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____

L. Provide a list of projects that Bid with the Owner over the past fifteen (15) years:

1. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
2. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
3. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
4. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____
5. Project Name: _____
Contact Name and Title: _____
Telephone Number: _____

M. Provide a list of projects completed with the Engineer over the past fifteen (15) years:

1. Project Name: _____
Project Engineer: _____
Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____
2. Project Name: _____
Project Engineer: _____
Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____
3. Project Name: _____
Project Engineer: _____
Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____
4. Project Name: _____
Project Engineer: _____
Original Bid Amount: _____
Final Construction Cost: _____
Contract Period: _____
Actual Contract Period: _____
Explanation: _____

- 5. Project Name: _____
 Project Engineer: _____
 Original Bid Amount: _____
 Final Construction Cost: _____
 Contract Period: _____
 Actual Contract Period: _____
 Explanation: _____

N. Provide a list of projects involved with litigation, arbitration and/or mediation over the past twenty (20) years:

- 1. Project Name: _____
 Project Owner: _____
 Project Engineer: _____
 Date: _____
 Explanation: _____

- 2. Project Name: _____
 Project Owner: _____
 Project Engineer: _____
 Date: _____
 Explanation: _____

- 3. Project Name: _____
 Project Owner: _____
 Project Engineer: _____
 Date: _____
 Explanation: _____

- 4. Project Name: _____
 Project Owner: _____
 Project Engineer: _____
 Date: _____
 Explanation: _____

- 5. Project Name: _____
 Project Owner: _____
 Project Engineer: _____
 Date: _____
 Explanation: _____

O. Attach a rate schedule associated with equipment that includes labor, overhead and profit.

_____ Rate Schedule Attached.

P. Additional information if Necessary.

1.04 I HEREBY CERTIFY that as a duly authorized representative of _____ (bidder), the information provided is to the best of my knowledge accurate and that failure to provide accurate information will result in disqualification of my bid.

Signature

Name (Please Print)

Title

Date

Notary Public for South Carolina
My Commission Expires: _____

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 51 02

NOTICE OF AWARD

Date _____

Project: Groundwater Test Well Along MW Rickenbaker Road in Clarendon County, South Carolina	Owner: Clarendon County	Owner's Contract No.: SCIIP A-23-C042
--	-------------------------	--

Contract:	Engineer's Project No.: 23192-0014
-----------	---------------------------------------

Bidder: _____

Bidder's Address: (send Certified Mail, Return Receipt Requested):

You are notified that your Bid dated _____ for the above Contract has been considered.

You are the Successful Bidder and are awarded a Contract for the Groundwater Well and Elevated Storage Tank Along MW Rickenbaker Road in Clarendon County, South Carolina.

The Contract Price of your Contract is _____ (\$_____)

____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner five (5) fully-executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01).
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within **ten (10) days** after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____
This the _____ day of _____, 20____.

Contractor
By: _____
Authorized Signature

Title

Copy to Engineer

SECTION 00 52 00

CONTRACT

THIS AGREEMENT is by and between Clarendon County

("Owner") and _____

("Contractor") 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:

Groundwater Test Well- This project consists of providing all required materials, equipment and labor necessary to complete the construction of a 750-GPM Groundwater Test Well Located off MW Rickenbaker Road. Specific details are included within the Construction Plans and Technical Specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

New Groundwater Test Well Located Along MW Rickenbaker Road in Clarendon County, South Carolina

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Alliance Consulting Engineers, Inc., who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

- A. All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 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 account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements:

- 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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% of Work completed (with the balance being Retainage).
- b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being Retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 3% percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
 - G. 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.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement - Section 00 52 00 (pages 1 to 6, inclusive).
 2. Performance Bond - Section 00 61 13.13 (pages 1 to 3, inclusive).
 3. Payment Bond - Section 00 61 13.16 (pages 1 to 3, inclusive).
 4. Other bonds (N/A).
 5. General Conditions - Section 00 70 00 (pages 1 to 62, inclusive).
 6. Supplemental Conditions - Section 00 73 00 (pages 1 to 10, inclusive).
 7. Specifications as listed in the Table of Contents of the Project Manual. The following Sections included within Division 0 are considered part of the "Technical Specifications."
 8. Drawings consisting of 4 sheets with each sheet bearing the following general title: Test Groundwater Well for Clarendon County Water and Sewer Department with 10-inch Well Diameter, Assumed Yield up to 750 GPM located at 33 deg. 35'57.47" North by 80 deg. 15' 46.36" West, Manning, South Carolina.
 9. Addenda (numbers ____ to ____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid - Section 00 41 00.
 - b. Documentation submitted by Contractor prior to Notice of Award as detailed within the Bidder's Submittal Checklist - Section 00 43 93.
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed - Section 00 55 00 (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
 12. Schedule of Values Form - Section 00 62 73 (pages 1 to 4 , inclusive).
- B. The documents listed in Paragraph 9.01.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 9.

- D. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall 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.

10.05 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
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Engineer and provided to the Contractor for his Bonding Agency. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

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

OWNER:

Clarendon County

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Clarendon County

411 Sunset Drive

Manning, South Carolina 29102

CONTRACTOR

By: _____

Title: _____

If Contractor is a corporation, a Partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

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

Agent for service of process:

SECTION 00 61 13.13

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: Clarendon County
411 Sunset Drive, Manning, South Carolina 29102

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Test Groundwater Well for Clarendon County Water and Sewer Department with 8-inch Well Diameter, Assumed Yield up to 750 GPM located at 33 deg. 35'57.47" North by 80 deg. 15' 46.36" West, Manning, South Carolina.

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

PERFORMANCE BOND

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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 may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall 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 shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (Engineer): **Alliance Consulting Engineers, Inc., P.O. Box 8147, Columbia, SC 29202-8147, (803) 779-2078**

END OF SECTION

SECTION 00 61 13.16

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER:

Clarendon County
411 Sunset Drive, Manning, South Carolina 29102

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Test Groundwater Well for Clarendon County Water and Sewer Department with 8-inch Well Diameter, Assumed Yield up to 750 GPM located at 33 deg. 35'57.47" North by 80 deg. 15' 46.36" West, Manning, South Carolina.

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

23192-0014

PAYMENT BOND
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Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 satisfy 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 shall 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 shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall 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:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 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;
 4. A brief description of the labor, materials, or equipment furnished;
 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;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
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 shall be 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

SECTION 00 63 36

FIELD ORDER

No. _____

Date of Issuance: _____ Effective Date: _____

Project: : Groundwater Test Well Along MW Rickenbaker Road in Clarendon County, South Carolina	Owner: Clarendon County	Owner's Contract No.: SCIIP – A-23-C042
Contract: :	Date of Contract:	
Contractor:	Engineer's Project No.: 23192-0014	

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ (Specification Section(s)) _____ (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer: Adam Hogan, P.E.

Receipt Acknowledged by (Contractor): _____ Date: _____

Copy to Owner

SECTION 00 63 49

WORK CHANGE DIRECTIVE

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Groundwater Test Well Along MW Rickenbaker Road in Clarendon County, South Carolina	Owner: Clarendon County	Owner's Contract No.: SCIIP - A-23-C042
Contract: :		Date of Contract:
Contractor:		Engineer's Project No.: 23192-0014

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Disagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Adam Hogan, P.E.	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

SECTION 00 63 63

CHANGE ORDER

No. _____

Date of Issuance: _____

Effective Date: _____

Project: **750-GPM Groundwater Test Well Located off MW Rickenbaker Road in Clarendon County, SC**

Owner: **Clarendon County**

Owner's Contract No.:

SCIIP - A-23-C042

Contract: :

Date of Contract:

Contractor:

Engineer's Project No.: **23192-0014**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Working days Calendar days

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer: Adam Hogan, P.E.

By: _____
Owner:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

23192-0014

CHANGE ORDER
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April 2024

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

END OF SECTION

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Groundwater Test Well Along MW Rickenbaker Road in Clarendon County, South Carolina	Owner: Clarendon County	Owner's Contract No.: SCIIP – A-23-C042
Contract:		Date of Contract:
Contractor:		Engineer's Project No.: 23192-0014

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents: The following specified portions:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer: Adam Hogan, P.E.

Date

Accepted by Contractor:

Date

Accepted by Owner:

Date

SECTION 00 65 19.13

CONTRACTOR'S AFFIDAVIT

The State of _____ Date: _____

The County of _____

The City/Town of _____

_____ of _____
(Officer's Name) (Officer's Title) (Contractor's Name)

being duly sworn, deposes and says that _____
(Contractor's Name)

has furnished all labor and material entering into the **Groundwater Test Well Located Along MW Rickenbaker Road in Clarendon County, South Carolina**
(Name and Location of Work)

called for in the Contract Documents dated April 2024 with Clarendon County states further that this officer has full knowledge of all obligations for such labor and materials, which have entered into and become part of that certain project known and designated above, and that this officer further deposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective and/or otherwise, in consequence of their operations on the above said project.

The said _____ will hold the Owners,
(Contractor's Name)
Clarendon County, blameless of any and all mechanic's liens that may be hereafter entered or filed
(Owner's Name)
for record, so as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS HEREOF, this officer has heretofore put his hand and seal:

(Seal)
(Officer's Name)

I, _____, Notary Public in and for the above named County and State do hereby certify that _____ personally known to me to be the affiant in the
(Officer's Name)
foregoing Affidavit, personally appeared before me this day and, having been duly sworn, deposes and says that the facts set forth in the above Affidavit are true and correct.

WITNESS my hand and seal this ____ day of _____, 20____

(Seal)

Notary Public for the State of _____ My Commission Expires: _____

SECTION 00 70 00

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. Agreement—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. Bidder—An individual or entity that submits a Bid to Owner.
 6. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. Claim—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
 11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other

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material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. **Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. **Contract Documents**—Those items so designated in the Agreement, and which together comprise the Contract.
14. **Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. **Contract Times**—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. **Contractor**—The individual or entity with which Owner has contracted for performance of the Work.
17. **Cost of the Work**—See Paragraph 13.01 for definition.
18. **Drawings**—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date of the Contract**—The date, indicated in the Agreement, on which the Contract becomes effective.
20. **Engineer**—The individual or entity named as such in the Agreement.
21. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. **Milestone**—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. **Notice of Award**—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. **Notice to Proceed**—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

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28. Owner—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. Project Manual—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. Successful Bidder—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

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

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

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- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. Furnish, Install, Perform, Provide:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

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

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2.02 Copies of Documents

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

2.03 Before Starting Construction

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

2.04 Preconstruction Conference; Designation of Authorized Representatives

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

2.05 Initial Acceptance of Schedules

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

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3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

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

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

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

3.02 Reference Standards

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

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or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

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

B. Resolving Discrepancies:

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

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

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- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

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

4.02 Starting the Work

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

4.03 Reference Points

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

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.
- 4.05 Delays in Contractor's Progress
- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
 - C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
 - D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
 - E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
 - F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
 - G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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

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

5.03 Subsurface and Physical Conditions

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
3. Technical Data contained in such reports and drawings.

- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

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

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

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- B. **Engineer's Review:** After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. **Owner's Statement to Contractor Regarding Site Condition:** After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. **Possible Price and Times Adjustments:**
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

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5.05 Underground Facilities

- A. **Contractor's Responsibilities:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. **Notice by Contractor:** If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. **Engineer's Review:** Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. **Owner's Statement to Contractor Regarding Underground Facility:** After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. **Possible Price and Times Adjustments:**
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

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

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- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor

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to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

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

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

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

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4. Foreign voluntary worker compensation (if applicable).
- B. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. Commercial General Liability—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. Contractor's pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary

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Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. Contractor's professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. General provisions: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts

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as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

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13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. Deductibles: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

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

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insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

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

7.02 Labor; Working Hours

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

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- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

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

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

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- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
 - E. Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

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- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

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7.07 Patent Fees and Royalties

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

7.08 Permits

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

7.09 Taxes

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

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

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

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier,

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or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

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

7.13 Safety Representative

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

7.14 Hazard Communication Programs

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

7.15 Emergencies

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

7.16 Shop Drawings, Samples, and Other Submittals

- A. Shop Drawing and Sample Submittal Requirements:
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 - 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

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

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5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. Resubmittal Procedures:
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

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

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6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

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

7.19 Delegation of Professional Design Services

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

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

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

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

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2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

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ARTICLE 9 – OWNER’S RESPONSIBILITIES

- 9.01 Communications to Contractor
- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 9.02 Replacement of Engineer
- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents shall be that of the former Engineer.
- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner’s Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents (including obligations under proposed changes in the Work).

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9.12 Safety Programs

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

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

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

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

10.05 Shop Drawings, Change Orders and Payments

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

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

10.06 Determinations for Unit Price Work

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

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

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

10.08 Limitations on Engineer's Authority and Responsibilities

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

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

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

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

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

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

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

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be

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set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

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

11.03 Unauthorized Changes in the Work

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

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

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- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

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11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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

11.08 Notification to Surety

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

ARTICLE 12 – CLAIMS

12.01 Claims

- A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation:
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

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- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns

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from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

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

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13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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

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

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

14.03 Defective Work

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

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14.04 Acceptance of Defective Work

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

14.05 Uncovering Work

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

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if

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Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

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

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

15.01 Progress Payments

- A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. Applications for Payments:
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications:
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the

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Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;

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- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due:
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. Reductions in Payment by Owner:
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
 - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

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amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

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

15.03 Substantial Completion

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

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15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

- A. Application for Payment:
1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and

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

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used

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by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

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

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

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

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

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

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

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18.02 Computation of Times

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

18.03 Cumulative Remedies

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

18.04 Limitation of Damages

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

18.05 No Waiver

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

18.06 Survival of Obligations

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

18.07 Controlling Law

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

18.08 Headings

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

GENERAL CONDITIONS

SECTION 01 06 00

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The following requirements of Regulatory Agencies having jurisdiction within this project area are considered a part of these Contract Documents.
- B. The project construction, including the letting of contracts, shall conform to any applicable requirements of the State, territorial and local laws and/or ordinances provided that these requirements do not conflict with any Federal laws and this sub-chapter.
- C. South Carolina Sales Tax: All applicable South Carolina sales tax shall be paid by the Contractor.
 - a. Use of chemicals: All chemicals used during the project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer's instructions.
- D. Safety and Health Regulations: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

1.02 INSPECTION BY AGENCIES:

- A. The representatives of the South Carolina Department of Health and Environmental Control, Newberry County, City of Newberry, Environmental Protection Agency, and if required, the U.S. Army Corps of Engineers shall have access to the work wherever it is, in preparation or in progress, and the Contractor shall provide proper facilities for such access and inspection.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 23 00

BID ALTERNATES AND SUBSTITUTES

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.02 DEFINITIONS

- A. Bid Alternate: A scope of work proposed by the Bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept corresponding changes either in the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in the Contract Documents. The selection of the successful bidder will be based on the Base Bid amount which does not include Alternate Bid Items.
 - 1. The cost or credit for each alternate is the net addition or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum related to this Definition.
- B. Base Bid: The amount for which the Bidder proposes to perform Work, not including that work for which Alternative Bid items and Substitutes are also submitted.

1.03 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate or substitute into the Project.
 - 1. Include as part of each Alternate or Substitute, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.
- B. Notification: Following award of the Contract, Engineer shall notify each party involved, in writing, of the status of each alternate or Substitute equipment. Engineer shall indicate if alternates and substitutes have been accepted, rejected, or deferred for later consideration. Where applicable, Contractor shall include a complete description of negotiated modifications to alternates or Substitutes offered.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF ALTERNATIVES

- A. A complete Schedule of Bid Alternates is detailed within the Bid Form Section 00 41 00 and other Division 0 Sections.

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings
- C. Construction progress schedule
- D. Submittals for review, information and project closeout
- E. Number of copies of submittals
- F. Submittal procedures

1.02 RELATED SECTIONS

- A. Document 00 70 00 - General Conditions: Dates for applications for payment
- B. Document 00 70 00 - General Conditions: Duties of the Construction Manager
- C. Section 01 32 16 - Construction Progress Schedule: Form, content and administration of schedules
- D. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements
- E. Section 01 78 00 - Closeout Submittals: Project record documents
- F. Sections throughout these specifications may include other submittals that may be required for construction

1.03 PROJECT COORDINATION

- A. Project Manager: Alliance Consulting Engineers, Inc. designee.
- B. Coordinate with the Project Manager on the site for allocation of mobilization areas; for field offices and sheds, for access, traffic and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Manager.
- D. Comply with Project Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Make the following types of submittals to the Project Manager:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.

3. Shop drawings, operation and maintenance manuals, product data, and samples.
4. Manufacturer's instructions and field reports.
5. Applications for payment and change order requests.
6. Progress schedules.
7. Coordination drawings.
8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Engineer will schedule a meeting within thirty (30) days after the Owner has determined the low bidder and may be held prior to issuance of the Notice to Proceed when required by regulatory agencies having jurisdiction. In any event, the Meeting will be held prior to actual start of construction.
- B. For the individuals designated by the Contractor, his subcontractors and suppliers attending the Preconstruction Meeting, provide required authority to commit the entities they represent to solutions agreed upon in the meeting.
- C. Advise the Engineer at least twenty-hours (24) in advance of the meeting to add items to the agenda.
- D. Attendance Required:
 1. Owner.
 2. Engineer.
 3. Contractor.
 4. Subcontractors, as needed.
 5. Utility Providers
 6. Permit Agents
- E. Agenda:
 1. Execution of Owner-Contractor Contract Agreement.
 2. Distribution of Contract Documents.
 3. Arrangement of Contractor's forces and personnel and those of subcontractors, material suppliers and the Engineer.
 4. Channels and procedures for communication.
 5. Designation of personnel representing the parties to Contract, Contractor, Owner

and Engineer.

6. Procedures and processing of field decisions, submittals and substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 7. Scheduling.
 8. Scheduling activities of a Geotechnical Engineer
 9. Rules and regulations governing performance of the Work for security, quality control, housekeeping and related matters.
- F. Preconstruction Meeting minutes will be recorded and distributed within ten (10) days after meeting to participants, with three (3) copies to the Contractor and the required number of copies to the Owner, and those affected by decisions being made.

3.02 PROGRESS MEETINGS

- A. Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings. Contractor must advise the Engineer within forty-eight (48) hours of advance notice of the meeting to add items to the agenda.
- B. The Contractor's relations with his subcontractors and material suppliers, and discussions with regards to these items are the Contractor's responsibility and normally not part of the project meeting agenda.
- C. For the individuals designated by the Contractor to attend and participate in the project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.
- D. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- E. Meeting Schedule:
 1. Project Meetings will be held monthly or as determined by the Engineer and Owner during construction.
 2. Coordinate as necessary to establish mutually acceptable schedule for meetings.
- F. Meeting Location: The Engineer will establish the meeting location, and where possible the meetings will be held at the project site or a location near the project site.
- G. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.

6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- H. Project Meeting minutes will be recorded and distributed within ten (10) days after meeting to participants, with three (3) copies to the Contractor and the required number of copies to the Owner, and those affected by decisions made.
- I. Revisions to Meeting Minutes:
1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, the minutes will be accepted as properly stating the activities and decisions of the meeting.
 2. Individuals challenging published minutes shall reproduce and distribute copies of the challenge for review by all parties affected.
 3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. Comply with Section 01 32 16 - Construction Progress Schedule.
- B. Submit updated schedule with each Application for Payment.

3.04 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- C. Samples
 1. Provide sample or samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
 2. Number of samples required:

- a. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one which will be retained by the Engineer.
 - b. By pre-arrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the work at a location agreed upon by the Engineer.
- D. Colors and Patterns
- 1. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Engineer for selection and confirmation with the Owner.
- E. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.05 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
- 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions and literature.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner

3.06 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
- 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties and Bonds.
 - 4. Keys and Keying Schedule.
 - 5. Spare parts and manuals.
 - 6. Evidence of payment and release of liens per the General Conditions.
 - 7. Section 00 65 19.13 - Contractor's Affidavit.
 - 8. Other types as indicated.

- B. Submit for Owner's benefit during and after project completion.

3.07 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:

- 1. Shop Drawings

- a. Scale and Measurement: Make shop drawings accurately to a scale of sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
- b. Large Prints (11" X 17" or larger):
 - i. Submit shop drawings in the form of white copies.
 - ii. Blueprints will not be acceptable.
- c. Manufacturer's Literature:
 - i. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
 - ii. Submit the number of copies which are required to be returned, plus three (3) copies which will be retained by the Engineer.
- d. Do not begin fabrication of equipment or materials prior to Engineer's approval of shop drawings.

- B. Documents for Information: Submit three (3).

- C. Documents for Project Closeout: Make one (1) reproduction of submittal originally reviewed. Submit one (1) extra of submittals for information.

- D. Samples: Submit the number specified in individual specification sections; one (1) of which will be retained by Engineer.

- 1. After review, produce duplicates.
- 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.08 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a Cover Letter that stipulates that the items submitted comply or do not comply with the full extent of the specifications. The Cover Letter must also include an explanation of why the items submitted are considered equal to the items specified. Failure to submit a Cover Letter will result in a rejection of the submittal.

- B. Timing of Submittals:

- 1. Within fifteen (15) calendar days after the Contractor has received the Owner's notice to proceed, submit:
 - a. Schedule for submittals including specification section, type of submittal

- and submittal date.
 - b. Construction schedule.
 - c. Schedule of partial payment requests.
 - 2. Make submittals of shop drawings, samples, substitution requests and other items in accordance with the provisions of this Section.
- C. Quality Assurance:
- 1. Coordination of submittals:
 - a. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - b. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - c. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.
 - 2. The following products do not require further approval except for interface within the Work and where otherwise indicated.
 - a. Products specified by reference to standard specifications such as ASTM, AWWA, and similar standards.
 - b. Products specified by manufacturer's name and catalog model number.
 - 3. Or equal:
 - a. Where the phrase "or equal" occurs in the Contract Documents, do not assume that the materials, equipment or methods will be considered as equal unless the item has been specifically so approved for this Work by the Engineer.
 - b. The decision of the Engineer shall be final.
 - 4. The Engineer shall assume that no shop drawing or related submittal comprises a variation unless the Contractor advises the Engineer otherwise in writing.
- D. Sequentially number submittal in the Cover Letter. Revise submittals with original number and a sequential alphabetic suffix.
- E. Before submitting a shop drawing or any related material, Contractor shall:
- 1. Review each such submission for conformance with the means, methods, techniques, sequences, and operations of construction, and safety precautions and programs incidental thereto, all of which are the sole responsibility of Contractor.
 - 2. Approve each such submission before submitting it.
 - 3. Stamp each such submission before submitting it.

- F. Shop drawings and related materials shall be returned with comments provided that each submission has been specified and is stamped by the Contractor.
- G. Shop drawings or material not specified or which have not been approved by the Contractor shall be returned without comment.
- H. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and Contract Documents. The following stamp shall be used on all shop drawings: "This Shop Drawing has been reviewed by [Name of Contractor] and approved in accordance with the ways, means, methods, techniques, sequences and procedures associated with the project construction. [Name of Contractor] has approved these Shop Drawings in accordance with safety precautions and programs incidental thereto, and warrants that these Shop Drawings comply with the Contract Documents and includes no variations from the specifications."

Signature
Name and Title (Please Print)
Date

- I. Identification of Submittals
 - 1. Consecutively number all submittals.
 - a. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - b. On resubmittals, cite the original submittal number for reference.
 - 2. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
 - 3. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
 - 4. Maintain an accurate submittal log for the duration of the work, showing current status of all submittals at all times. Make the submittal log available to the Engineer for his review upon request.
- J. Unrequired submittals will not be reviewed by the Engineer.
- K. Submittals required by the Contractor of his subcontractors, such as drawings, setting diagrams or similar information needed to coordinate the construction, shall remain between the Contractor and his subcontractors and these submittals will not be reviewed by the Engineer.
- L. Grouping of Submittals
 - 1. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 - a. Partial submittals may be rejected as not complying with the provisions of the Contract.
 - b. The Contractor may be held liable for delays so occasioned.

M. Timing of Submittals

1. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

N. Resubmittal Schedule

1. For submittals marked "Furnish as Corrected" by the Engineer, resubmittal shall be within fifteen (15) days of the review date shown on the Engineer's shop drawing review stamp.
2. For submittals marked "Revise and Resubmit", "Submit Specified Item", or "Rejected", resubmittal shall be within fifteen (15) days of the review date shown on the Engineer's shop drawing review stamp.

O. Engineer's Review

1. Review by the Engineer does not relieve the Contractor from responsibility for errors which may exist in the submitted data.
2. Revisions:
 - a. Make revisions required by the Engineer.
 - i. If the Contractor considers any required revision to be a change, he shall so notify the Engineer as provided for in the General Conditions.
 - ii. Make only those revisions directed or approved by the Engineer.
 - iii. Submittals which have been reviewed and returned to the Contractor marked "Revise and Resubmit" or "Rejected" and which are resubmitted and not in an approved state, will not be reviewed a third time unless payment for the third and any subsequent review is by the Contractor. The engineering costs for review shall be equal to the Engineer's charges to the Owner under the terms of the Engineering Agreement with the Owner.

P. Deliver submittals to Engineer at business address.

Q. Schedule submittals to expedite the Project, and coordinate submission of related items.

R. For each submittal for review, allow twenty-five (25) working days excluding delivery time to and from the Contractor.

S. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

T. Provide space for Contractor and Engineer review stamps.

U. When revised for resubmission, identify all changes made since previous submission.

V. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

W. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 31 00

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Construction Schedules are to be prepared to provide assurance of project planning and the execution of the work so that the construction is completed within the construction period as stated in the Contract Documents, and to provide Alliance Consulting Engineers, Inc. a means to evaluate the progress of the work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.
 - 2. General Conditions and the requirements associated with the progress schedule.
 - 3. Construction period: As related to the executed contract.
- C. Definitions: "Day", means calendar day.

1.02 QUALITY ASSURANCE

- A. The Contractor is to provide a scheduler that is thoroughly trained and experienced in preparing construction schedule data, and in preparing and issuing periodic schedule reports as stated below.
- B. Perform data preparation that includes analysis, charting and updating as required.
- C. Reliance upon the approved schedule:
 - 1. Once approved by Alliance Consulting Engineers, Inc., the construction schedule will be an integral part of the Contract and will establish interim completion dates for the various construction tasks specified in the Contract.
 - 2. The Contractor agrees and understands that the failure of the Owner to exercise this option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered a precedent for any other scheduled activities.

1.03 SUBMITTALS

- A. Comply with provisions of Section 01 30 00 Administrative Requirements.
- B. Once the preliminary schedule has been reviewed and approved by Alliance Consulting Engineers, Inc., within ten (10) calendar days, the Contractor must submit one (1) reproducible copy and four (4) prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section.
- C. Once the Contractor receives final review and approval of the preliminary construction schedule, the Contractor must submit within ten (10) calendar days one (1) reproducible copy and four (4) prints of a construction schedule prepared in accordance with Part 3 of

this Section.

- D. The Contractor must also provide on the first working day of each month, four (4) prints of the construction schedule that has been updated in accordance with Part 3 of this Section.

PART 2 PRODUCTS

2.01 CONSTRUCTION ANALYSIS

- A. The construction schedule must illustrate graphically by bar chart the order and interdependence of all construction activities required to complete the work, and the sequence in which the construction activities are to be completed. All construction activities must be planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram and any other work being completed on the project site by other contractors that requires coordination.
 - 1. The graphical chart must be a two (2) line bar chart; with one (1) bar for planned activities, and one (1) bar for actual activity completion.
- B. Include, but do not necessarily limit indicated activities to:
 - 1. Project mobilization.
 - 2. Submittal and approval of shop drawings and sample data.
 - 3. Procurement of equipment and critical materials.
 - 4. Fabrication of special material and equipment, and its installation and testing.
 - 5. Each construction activity that is critical to the work being performed.
 - 6. All activities by Alliance Consulting Engineers, Inc. that affect progress, required dates for completion, or both, for all and each part of the Work.
 - 7. All activities by other contractors that have to be coordinated with the work being completed under this Contract.
 - 8. Final cleanup.
 - 9. Final inspecting and testing.

PART 3 EXECUTION

3.01 PRELIMINARY ANALYSIS

- A. Contents:
 - 1. Outline the activities of the Contractor for the period between receipt of Notice to Proceed and submittal of construction schedule.
 - 2. Outline the Contractor's approach to the remaining work to be completed.
 - 3. Outline the costs of all activities scheduled before submittal and approval of the construction schedule.

3.02 CONSTRUCTION SCHEDULE

- A. Provide a construction schedule that incorporates all of the revisions from review of the preliminary analysis.

3.03 PERIODIC REPORTS

- A. Provide monthly updates of the approved construction schedule.
 - 1. Indicate "actual" progress for each activity on the bar chart.
 - 2. Provide written narrative summary of revisions causing delay in the construction, and an explanation of corrective actions being taken or proposed.

3.04 REVISIONS

- A. Provide a revised construction schedule periodically that includes delays, early completion, etc.
- B. Any revisions to the construction schedule must be approved by Alliance Consulting Engineers, Inc. before acceptance.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals
- C. Control of installation.
- D. Inspection services.
- E. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the work.
- F. Provide such other testing and inspecting as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Document 00 72 13 – Standard General Conditions of the Construction Contract: Inspections and approvals required by public authorities.
- B. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- C. Section 01 60 00 - Product Requirements: Requirements for material and product quality.
- D. Requirements for testing may be described in various Sections of these specifications.
- E. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

1.03 ADDITIONAL WORK INCLUDED:

- A. Selection of testing laboratory: The contractor shall provide all necessary testing by a prequalified independent testing laboratory. This information shall be provided to the Engineer for approval during the shop drawing review process.
- B. Payment for initial testing: The selected contractor's contract shall provide all necessary services of the testing laboratory within the contract prices to the owner as further described in Article 2.1 of this Section.
- C. Tests at point of manufacture as specified in other Sections of these documents are to be made with all costs borne by the Contractor.

1.04 REFERENCE STANDARDS

- A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2009.

- B. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2008.
- C. ASTM E 329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2009.

1.05 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
- B. Test Reports: After each test/inspection, promptly submit three (3) copies of report to Alliance Consulting Engineers, Inc. and to Owner.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number
 - c. Name of inspector
 - d. Date and time of sampling or inspection
 - e. Identification of product and specifications section
 - f. Location in the Project
 - g. Type of test/inspection
 - h. Date of test/inspection
 - i. Results of test/inspection
 - j. Conformance with Contract Documents
 - k. When requested by Alliance Consulting Engineers, Inc., provide interpretation of results.
 - 2. Test report submittals are for Alliance Consulting Engineers Inc.'s knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner information
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Alliance Consulting Engineers, Inc., in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but

must be acceptable to Alliance Consulting Engineers, Inc.

- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.06 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Alliance Consulting Engineers, Inc. before proceeding.
- F. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract nor those of Alliance Consulting Engineers, Inc. shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.07 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E 329.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations, and with selected standards of the American Society for Testing and Materials.

1.08 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01 60 00 Product Requirements.
- B. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the work.

PART 2 PRODUCTS

2.01 PAYMENT FOR TESTING

- A. Testing Services:
 - 1. The Contractor will pay for all testing services required by the contract documents and manufacturer's recommendations except for concrete, aggregate and compaction testing.

2. When initial tests indicate non-compliance with the Contract Documents, any all retesting and consulting required to provide compliance with the Contract Documents will the responsibility of the contractor at no additional costs to the Owner.
3. Retesting: When initial tests indicate non-compliance with the Contract Documents, subsequent re-testing occasioned by the non-compliance shall be performed by the same testing agency.

2.02 CODE COMPLIANCE TESTING

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

2.03 CONTRACTOR'S CONVENIENCE TESTING

- A. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Alliance Consulting Engineers, Inc. before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 CONTRACTOR TESTING COORDINATION:

- A. Cooperation with Testing Laboratory:
 1. Representatives of the testing laboratory shall have access to the work at all times and at all locations where the work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
- B. Taking Specimens:

1. All specimens and samples for testing, and deliveries to laboratory, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3.03 SCHEDULES FOR TESTING

- A. Establishing schedule:
 1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
 2. Provide all required time within the construction schedule.
- B. Revising schedule: When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.
- C. Adherence to schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

3.04 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Alliance Consulting Engineers, Inc. and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Alliance Consulting Engineers, Inc. and Contractor of observed irregularities or non-conformance of Work or products.
 5. Perform additional tests and inspections required by Alliance Consulting Engineers, Inc.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.

- C. Contractor Responsibilities:
 - 1. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected
 - b. To facilitate tests/inspections
 - 2. Notify Alliance Consulting Engineers, Inc. and laboratory twenty-four (24) hours prior to expected time for operations requiring testing/inspection services.
 - 3. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 - 4. Arrange with the Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Alliance Consulting Engineers, Inc.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.
- F. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Alliance Consulting Engineers, Inc. Payment for re testing will be charged to the Contractor by deducting testing charges from the Contract Price.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Alliance Consulting Engineers, Inc., it is not practical to remove and replace the Work, Alliance Consulting Engineers, Inc. will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 42 19

REFERENCE STANDARDS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Throughout these Contract Documents, references are made to specifications and standards that have been issued by nationally recognized professional and/or trade organizations. These referenced standards are generally identified by abbreviating the name of the organization following with the specification/standard number, and unless specifically indicated otherwise, all references to standards refer to the latest edition available at the time of the bidding.

1.02 ABBREVIATIONS

- A. Wherever the following abbreviations are used in these Contract Documents, these abbreviations are to be considered as the same as the respective expressions represented below:

1.	AASHO	American Association of State Highway Officials
2.	ACI	American Concrete Institute
3.	AISC	American Institute of Steel Construction
4.	ALS	American Lumber Standards
5.	ANSI	American National Standards Institute, Inc.
6.	ASTM	American Society for Testing and Materials
7.	AWWA	American Water Works Association
8.	AWPA	American Wood Preservers Association
9.	AWS	American Welding Society
10.	FSS	Federal Specifications and Standards, General Services Administration
11.	SPIB	Southern Pine Inspection Bureau
12.	SSPC	Steel Structures Painting Council

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Vehicular access and parking.
- B. Project identification sign.
- C. Field offices

1.02 RELATED SECTIONS

- A. Section 01 55 10 - Vehicular Access and Parking

1.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.04 FENCING

- A. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.
- B. Proposed fence and gates may be constructed to meet this requirement. Contractor shall make any necessary repairs to fence and gates prior to substantial completion.

1.05 VEHICULAR ACCESS AND PARKING - See Section 01 55 10

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.06 PROJECT IDENTIFICATION

- A. Provide Project identification sign of design and construction indicated in the Contract Documents – Section 00 73 00
- B. Erect on site at location indicated.
- C. No other signs are allowed without Owner permission except those required by law.

- D. Coordinate with Engineer and Owner prior to installation.

1.07 FIELD OFFICES

Contractor must supply the following office facilities at the project site. The Engineer's and the Contractor's offices may be in the same building or modular unit.

A. For the Engineer

1. Size – 225 square foot separate trailer with restroom. Hot water to be available in restroom. (Septic tank or pump-out tank is Contractor's option.)
2. Door to the outside
3. Air conditioned and heated with controls in the Engineer's area
4. 1 desk
5. 1 layout table
6. 2 chairs, which must be on rollers
7. A total of four drawers of filing cabinets (1x4 or 2x2)
8. A plan rack with room for 6 sets of plans
9. Lights
10. Four electrical outlets
11. Two telephone jacks
12. Closet – 20 square foot minimum, with one shelf and hanging rod
13. Construct temporary stairs, landing and landing roof as directed by the Resident inspector.
14. 4-in-1 copy, fax scanner, printer, HP Office Jet 7100 or approved equal.
15. DSL internet connection, 2.0 Mbps minimum.

B. For the Contractor

1. Size – As required
2. Door to the outside
3. Furnishings and accessories as required
4. Access to a restroom without going through Engineer's office

C. General

1. Locate offices per Owner's requirements
2. Sweep and remove refuse from offices at least once per week
3. Post and enforce no smoking signs inside offices

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 55 10

VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Access roads.
- B. Parking.
- C. Maintenance

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary Construction: Per Detail on Plans

PART 3 EXECUTION

3.01 PREPARATION

- A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas

3.02 ACCESS ROADS

- A. All material shall be delivered to the site by use of the existing driveways and the publicly-owned stated highways that connect to the site.

3.03 PARKING

- A. Locate as approved by Engineer

3.04 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.05 REMOVAL, REPAIR

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

3.06 MUD FROM SITE VEHICLES

- A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.
- G. Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Product options and substitution procedures prior to bid date.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- C. Documents affecting work of this Section include, but are not necessarily limited to, Standard General Conditions of the Construction Contract and Sections in Division 01 of these specifications.
- D. Additional procedures also may be prescribed in other Sections of these specifications.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within fifteen (15) days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- E. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.04 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.05 MANUFACTURER'S RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturer's recommendations on product handling, storage and protection.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify the Owner promptly upon discovery; protect, remove, handle, and store as directed by the Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Alliance Consulting Engineers, Inc. will consider requests for substitutions only within fifteen (15) days after date of Agreement.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Document
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse the Owner and Alliance Consulting Engineers, Inc. for review or redesign services associated with re-approval by authorities.
- E. Substitution Submittal Procedure:
 - 1. Submit three (3) copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. Alliance Consulting Engineers, Inc. will notify Contractor in writing of decision to accept or reject request.

3.02 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality and other pertinent information.

3.03 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- K. Partial payments under the Contract will not relieve the Contractor from responsibility.
 - 1. When materials and work at the site that have been partially paid for are not adequately protected by the Contractor, such materials will be protected by the

Owner at the expense of the Contractor and no further partial payment thereon will be made.

- L. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.
- M. Electrical and control equipment:
 - 1. Store in a dry area protected from dust and humidity.
 - 2. Equipment can be protected by a weatherproof cover if shipped to the site no more than two (2) weeks prior to installation and energization.

3.05 REPAIRS AND REPLACEMENTS

- A. In the event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the contract time of completion.

END OF SECTION

SECTION 01 61 00

GENERAL EQUIPMENT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to providing of equipment and services specified in other Sections of these specifications.

1.02 RELATED SECTIONS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections of Division 01 of these Specifications.
- B. Additional provisions concerning this work may be stated in other sections associated with these specifications.
- C. Where new equipment is to be installed into existing structures or systems, verify the plan dimensions with existing dimensions and provide all discrepancies as part of the shop drawings.
- D. Equipment provided as part of this Section shall be installed in the location provided and within the space as indicated on the Construction Plans.
- E. Any structural, piping, wiring, drawings, or other modifications required to accommodate equipment offered other than that shown on the Drawings, or specified, shall be provided at no additional cost to the Owner.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Certificates: Certify that products of this section meet or exceed specified requirements.
- C. Warranty: Submit manufacturer warranty and ensure that forms have been completed in the Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Equipment manufacturers shall, upon request of the Engineer, provide a detailed list of installations of comparable function.
- B. Equipment in each Section shall be by a single manufacturer regularly engaged in the development of equipment designed for the intended function.
- C. Provide each component with a serial number and the manufacturer shall maintain records of same.
- D. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, will provide a list that includes years of experience, projects similar in type, size, and cost, as well as a list of references for each similar project.

- E. Perform design, if required, of Tank, Structural, Foundation, and Electrical under direct supervision of a Professional Engineer experienced in design of this Work and licensed in South Carolina.
- F. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.

1.05 PRE-INSTALLATION MEETING

- A. Convene one week before starting work of this section.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a one (1) year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL

- A. Supply all materials, tools, equipment, labor and supervision to properly complete installation of equipment, piping, controls, etc., in compliance with the contract documents.

2.02 IDENTIFICATION

- A. Provide stamped identification labels on motors and equipment with pertinent information including serial numbers, model numbers, capacities, voltage, amps, etc.
- B. Label to be aluminum or stainless steel.
- C. Attach with stainless steel or aluminum hardware.

2.03 LUBRICANTS AND LUBRICATING EQUIPMENT

- A. Provide and install all necessary oils, greases, etc., for initial operation of equipment.
- B. Where manufacturer's recommendations include changing of initial lubricants after 1,000-hours or less of operation, provide sufficient lubricants to make the change.
- C. Provide one of every type lubricating gun required to properly maintain the equipment.

2.04 OPERATION, MAINTENANCE AND SERVICE MANUALS

- A. Prepare and submit for the Owner's use six (6) copies of O&M Manual for each piece of equipment.
 - 1. Submit Manuals sixty (60) days prior to delivery of equipment.
- B. Manuals shall be specific to the equipment supplied.
 - 1. Manuals applicable to many different configurations and which require the operator to selectively read portions of the instructions will not be accepted.
 - 2. The equipment model that the Manual applies to shall be indicated by an arrow.

- C. Provide a Table of Contents specific to each Manual.
- D. At the beginning of each Manual, provide a description of the equipment to include model numbers, purchase order numbers, serial numbers, motor information and performance and design criteria.
- E. Correlate Manuals with the approved shop drawings and include the following minimum information:
 - 1. Parts list, including recommended spare parts list.
 - 2. Recommended maintenance instructions.
 - 3. Recommended lubricants and lubrication instructions.
 - 4. Address and telephone number of the source for repairs, spare parts and service.
 - 5. Detailed description of operating procedure for the item of equipment specifically written for this installation, including start-up and shutdown procedures.
 - 6. Equipment performance specifications, including pump curves.
 - 7. Results of start-up and any further recommendations resulting from start-up.
 - 8. Current cost for each recommended spare part and agreement to provide updated costs at Owner's request.
- F. Provide a maintenance and lubrication schedule to be a summary of all preventative maintenance and lubrication, including the following information:
 - 1. Title.
 - 2. Type of activity (inspection, adjustment, oil change, etc.).
 - 3. Brief description of activity.
 - 4. Type of lubricant.
 - 5. Frequency (daily, weekly, etc.).
- G. The manufacturer shall provide the Owner with a log chart to record all servicing and maintenance required during the equipment warranty period.
- H. For process oriented equipment, treatment plants, etc., provide a detailed description of the process operation and trouble-shooting of problems.
- I. Provide clear and legible copies. Type parts lists, etc.
- J. Layout and detail drawings shall be reduced to a maximum size of 11" x 17", unless written approval is received from the Engineer prior to submittal of Manuals.
- K. Provide a clearly labeled three-ring binder for Manuals having a thickness greater than 1/4-inch. Provide sheet lifters if binder is more than 2/3 full.
 - 1. Provide multiple binders for Manuals having a thickness greater than 2-inches.

PART 3 EXECUTION

3.01 GENERAL

- A. Provide information that may be requested without undue delay.
- B. Deliver O&M Manuals, when required, to the Engineer for review and approval and transmittal to the Owner.
 - 1. Do not start equipment unless the Owner has approved O&M Manuals.
- C. Properly lubricate all equipment prior to start-up.
- D. Work under sections requiring submittal of O&M Manual will not be considered complete and final payment will not be made until all Manuals have been submitted and approved.
- E. Provide revisions to O&M Manuals to reflect any changes made during installation and start-up of equipment.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 40 00 Quality Requirements.

3.04 STARTING EQUIPMENT AND SYSTEMS

- A. Provide manufacturer's field representative to prepare and start equipment.
- B. Adjust for proper operation within manufacturer's published tolerances.
- C. Demonstrate proper operation of equipment to Owner's designated representative.

3.05 WARRANTY PERIOD

- A. Equipment warranties shall be a one (1)-year period after the Date of Substantial Completion unless otherwise specified.

END OF SECTION

SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of the Owner's personnel.
- I. Project Record Documents.
- J. Contract Closeout procedures, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these Specifications.
- B. Other requirements for technical services are stated in other sections of these Specifications.
- C. Section 00 65 19.13 - Contractor's Affidavit.
- D. Section 01 30 00 - Administrative Requirements: Submittals procedures.
- E. Section 01 40 00 - Quality Requirements: Testing and observation procedures.
- F. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, with elevations and locations of the work in conformance with Contract Documents.

3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
1. Structural integrity of any element of Project.
 2. Integrity of weather exposed or moisture resistant element.
 3. Efficiency, maintenance, or safety of any operational element.
 4. Visual qualities of sight exposed elements.
 5. Work of the Owner or separate Contractor.

1.04 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in South Carolina. Submit an evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.05 PROJECT CONDITIONS

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations.
- D. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
1. Minimize amount of bare soil exposed at one time.
 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- G. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After the Owner's occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of the Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work.
- B. Start of work means acceptance of existing conditions.
- C. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- D. Examine and verify specific conditions described in individual specification sections.

- E. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- F. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- G. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Alliance Consulting Engineers, Inc. four (4) days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two (2) days after meeting to participants, with two (2) copies to Alliance Consulting Engineers, Inc., Owners, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Alliance Consulting Engineers, Inc. of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Alliance Consulting Engineers, Inc. the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Alliance Consulting Engineers, Inc.
- F. Utilize recognized engineering survey practices.

- G. Establish a minimum of two (2) permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- H. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Alliance Consulting Engineers, Inc. before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings or described in the Technical Specifications.
 - 2. Relocate items indicated on drawings or described in the Technical Specifications.

- C. Services (Including but not limited to Fire Protection, Electrical and Telecommunications): Remove, relocate and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Alliance Consulting Engineers, Inc.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Clean existing systems and equipment.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- C. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

- J. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- K. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.
- L. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.09 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.10 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.11 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

3.12 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.13 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.14 PROJECT RECORD DOCUMENTS

- A. Work includes:
 - 1. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below.
 - 2. Upon completion of the Work, deliver the recorded changes to the Engineer.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these specifications.
 - 2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these specifications.
- C. Quality assurance:
 - 1. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Engineer.
 - 2. Accuracy of records shall be such that future search for items shown on the Project Record Documents may rely reasonably on the information provided under this Section of the Work.
- D. Submittals:
 - 1. The Engineer's approval of the current status of Project Record Documents may be a prerequisite to the Engineer's approval of requests for progress payment and request for final payment under the Contract.
 - 2. Prior to submitting each request for progress payment, secure the Engineer's approval of the current status of the Project Record Documents.

3. Prior to submitting request for final payment, submit the final Project Record Documents to the Engineer and secure his approval.
- E. Product handling:
1. Maintain Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer to the Engineer.
 2. In the event of loss of recorded data, use means necessary to again secure the data to the Engineer's approval.
 - a. Such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials.
 - b. In such case, provide replacements to the standards originally required by the Contract Documents.
- F. Job Set Documents:
1. Promptly following receipt of the Owner's Notice to Proceed, secure from the Engineer, at no charge to the Contractor, one complete set of all Documents comprising the Contract.
- G. Maintenance of Job Set:
1. Immediately upon receipt of the job set described in above paragraph titled "JOB SET DOCUMENTS", identify each of the Documents with the title, "RECORD DOCUMENTS - JOB SET".
 2. Preservation:
 - a. Considering the Contract completion time, the probable number of occasions upon which the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Engineer.
 - b. Do not use the job set for any purpose except entry of new data and for review by the Engineer.
 - c. Maintain the job set at the site of Work as that site is designated by the Engineer.
 3. Making entries on Job Set Drawings:
 - a. Use erasable colored pencil, preferably red (not ink or indelible pencil) to delineate changes.
 - b. Show by station number location of all fittings, manholes, valves, wye locations, etc.
 - c. Reference all fittings and valves to two aboveground items reasonably safe from being relocated and indicate such references on the drawings.
 - d. Show location of electrical conduit, pull boxes, etc.

4. Submittal:
 - a. Submit "marked-up" set of drawings to the Engineer.
 - i. Make any necessary additions as required by the Engineer.

3.15 CLOSEOUT PROCEDURES

- A. Work included shall be providing compliance with the requirements of the General Conditions of these Specifications for administrative procedures in closing out the project work.
- B. Make submittals that are required by governing or other authorities.
 1. Provide copies to Alliance Consulting Engineers, Inc.
 2. When the Engineer finds the Contractor's work acceptable, the Contractor shall be given such notice and should proceed with closeout submittals.
 3. Closeout submittals shall contain at least the following:
 - a. Project record documents.
 - b. Equipment operation and maintenance manuals and copies of start-up reports.
 - c. Warranties and bonds.
 - d. Spare parts and manuals.
 - e. Evidence of payment and release to liens per General Conditions.
 - f. Section 00 65 19.13 - Contractor's Affidavit.
- C. Notify Alliance Consulting Engineers, Inc. when work is considered ready for Substantial Completion.
 1. The Contractor shall notify the Engineer that, in his opinion, the project is substantially complete. A written statement listing items complete shall be submitted.
 2. Upon receipt of the Contractor's notice, the Engineer shall make an observation to determine if substantial completion is provided.
 3. If, in the Engineer's opinion, the project is not substantially complete, a written notice to the Contractor shall follow outlining reasons and deficiencies in work that comprised the Engineer's decision. The Engineer's decision shall be final.
- D. Request and obtain permit acceptance on all open construction permits.
- E. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Alliance Consulting Engineers, Inc.'s review.
- F. Correct items of work listed in executed Certificates of Substantial Completion

and comply with requirements for access to Owners-occupied areas.

- G. Accompany Engineer & Owner on preliminary final observation.
 - 1. The Engineer will make a final observation for the Contractor after all items noted in the substantial completion observation have been corrected. The Contractor shall notify the Engineer in writing when a final observation is needed. Incomplete and/or defective work shall be given to the Contractor by written notice.
- H. Notify Alliance Consulting Engineers, Inc. when work is considered finally complete.
- I. Complete items of work determined by Alliance Consulting Engineers, Inc.'s final observation.
- J. Re-observation:
 - 1. Re-observation required due to failure by the Contractor to make previously noted corrections will be performed by the Engineer.
 - 2. Cost for such observations will be due to and payable by the Contractor at a rate equal to charges to the Owner for similar work.
 - 3. Re-observations will continue until the work is acceptable to the Engineer.
- K. Final Payment:
 - 1. Final payment to the Contractor will be made upon completion of the previous items and others required by these specifications. A final statement shall be forwarded to the Engineer. The statement shall address:
 - a. Previous change orders.
 - b. Unit prices.
 - c. Deductions for un-corrected work.
 - d. Deductions for liquidated damages.
 - e. Deductions for re-testing work.
 - f. Deductions for re-observation.
 - g. Deductions for shop drawing review.
 - h. Adjusted contract sum.
 - i. Previous payments.
 - j. Amount due.
 - 2. When required, the Engineer will prepare a contract change order for adjustments not previously made.

END OF SECTION

SECTION 01 71 23

FIELD ENGINEERING

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the Work.

1.02 Related work:

- A. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections in Division 01 of these Specifications.

1.03 QUALITY ASSURANCE

- A. Provide competent labor, supervision, inspection services, testing services, materials and equipment for a complete and quality rehabilitation and coating project.
- B. Exercise proper precautions to verify the information described in the Technical Specifications and Contract Documents prior to laying out or performing any part of the Work.
 - 1. The Contractor will be held responsible for any errors therein that otherwise might have been avoided.
 - 2. Promptly inform the Engineer of any errors or discrepancies discovered in the Technical Specifications in order that proper corrections may be made.

1.04 PROCEDURES

- A. Verify lead content of existing coating system before starting work on the site.
- B. Secure all required permits and make all required and necessary notifications before starting work on the site.
- C. Perform preparation, coating and repair task during progress of the Work consistent with the spirit of the Technical Specifications.
- D. Do not deviate from or change items of the Work without specific approval from the Engineer.
- E. Promptly advise the Engineer when a change becomes necessary because of other changes in the Work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 74 19

WASTE MANAGEMENT

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. The Owner requires that this Project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Other illegal dumping or burying.
- E. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

PART 2 PRODUCTS

2.01 No products are required under this Section.

- A. See Section 01 60 00 - Product Requirements for substitution submission procedures.
- B. For each proposed product substitution, submit the following information in addition to requirements specified in Section 01 60 00 Product Requirements:
 - 1. Relative amount of waste produced, compared to specified product.
 - 2. Cost savings on waste disposal, compared to specified product, to be deducted from the Contract Sum.
 - 3. Proposed disposal method for waste product.
 - 4. Markets for recycled waste product.

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 30 00 Administrative Requirements for additional requirements for project meetings, reports, submittal procedures and project documentation.
- B. See Section 01 60 00 Product Requirements for waste prevention requirements related to delivery, storage and handling.
- C. See Section 01 70 00 Execution Requirements for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse and return methods to be used by all parties at the appropriate stages of the project.
- B. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- C. Reuse of Materials On-Site: Set aside, sort and protect separated products in preparation for reuse.
- D. Salvage: Set aside, sort and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 75 16

START-UP REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Work included: Provide personnel to place all equipment in operation and instruct Owner's personnel in operation and maintenance procedures.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Sections in Division 01 of these specifications.
 - 2. Other provisions concerning Start-up Services may also be stated in other Sections of these specifications.

1.02 QUALITY ASSURANCE

- A. Use adequate numbers of skilled personnel who are thoroughly trained and experienced in the necessary procedures and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Provide manufacturers technical services as specified or needed for start-up.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.01 GENERAL

- A. Contractor shall be responsible for obtaining a certificate of substantial completion for all components which will include but is not limited to all required testing, approved record drawings, Engineer's Certificate of Completion, Owner's Certificate of Completion and a Permit to Operate from SCDHEC.

3.02 SCHEDULING

- A. Determine date of start-up jointly with Engineer and Owner.
- B. Schedule services of manufacturer's technical personnel jointly with Engineer prior to date of start-up.

3.03 FIELD MEASUREMENTS

- A. Measure and record that all installed metering and telemetry is functioning per manufacturer's requirements.
- B. Include all records in the start-up report.

3.04 COMPLETION

- A. Start-up services will not be considered completed until all equipment is operating properly and equipment is functioning as designed.

END OF SECTION

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and Bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 70 00 – Standard General Conditions of the Construction Contract: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 70 00 - Execution Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Contractor to keep Record Documents on site at all times for review by Engineer or Owner. Submit documents to Alliance Consulting Engineers, Inc. with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Alliance Consulting Engineers, Inc. will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by the Owners, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Alliance Consulting Engineers, Inc. comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.

- C. Warranties and Bonds:
1. For equipment or component parts of equipment put into service during construction with the Owners permission, submit documents within 10 days after acceptance.
 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
1. Drawings.
 2. Addenda.
 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by the Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE MANUALS

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- B. Prepare data in the form of an instructional manual.

3.04 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with The Owners permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 33 21 13

PUBLIC GROUNDWATER PRODUCTION WELL FOR DRINKING WATER USE

PART 1 – GENERAL

1.01 WORK REQUIRED BY THIS SECTION

- A. Summary of Work: These specifications cover pilot hole drilling, the construction and testing of one groundwater production well for drinking water use located in the Clarendon County area of South Carolina. This work is directed at constructing a high yielding test well to be converted to groundwater production well to provide the Owner a water supply expected to be approximately 750 gallons per minute.
- B. Well Design and Construction Sequences: The work described in the Technical Specifications will be undertaken in the following steps:
1. Drill a pilot hole to a depth of approximately 780 feet or the necessary depth to yield desired raw groundwater production rate as determined by a certified well driller.
 2. Log the pilot hole with geophysical equipment.
 3. Perform sieve analysis on aquifer sand samples.
 4. Select screen intervals for test well / groundwater production well.
 5. Drill and install a single cased test well / groundwater production well.
 6. Develop and test pump the test well / groundwater production well.
 7. Conduct a television survey of the completed test well to confirm construction details.
 8. Convert test well to a groundwater production well.
- C. Scope of Work: The work to be done hereunder includes the furnishing of all labor, equipment, materials and appurtenances, unless hereinafter specifically exempted, necessary for the complete and satisfactory construction, development, disinfection and testing of the proposed Production well described under the following paragraphs.

1.02 RELATED SECTIONS

- 02 31 13.2 – Historical Groundwater Well Records
- 33 21 13.13 – Lined Shaft Vertical Turbine Well Pump.
- 33 11 00 – Water Distributions
- 40 23 00 – Process (Plant) Piping
- 40 33 00 – Process (Plant) Valves

1.03 DESIGN REQUIREMENTS

- A. The well casing and screen shall be of the size and length indicated in the Well Schedule.
- B. The well shall be constructed in conformance with AWWA A100 standards.

1.04 SITE LOCATIONS AND LAYOUTS

- A. Location: The work to be done hereunder is in the Manning area, South Carolina. The well location is detailed within the construction plans.
- B. Well and Site Designations: To provide continuity, the well will be called Davis Station Groundwater Well.

1.05 SITE CONDITIONS

- A. Surface Conditions: The site for the proposed work is a flat / open area and generally open or unrestricted in respect to working and storage areas. Below ground mud pits will be utilized to drill this well. All drill cuttings, drilling fluids and initial development water generated will be disposed of, off-site, in an approved manner by SCDHEC. The Contractor shall inspect the site and make all necessary arrangements for physical access to and from the work area.
- B. Contractor's Responsibility: The Contractor shall satisfy himself regarding all local conditions affecting his work by making personal investigations and using his own knowledge and experience in the area and of well construction and testing practices.

1.06 DEFINITION OF TERMS AND REFERENCES

- A. Definition of Terms: Unless otherwise specifically redefined, the following definitions will prevail in the specifications:
 - 1. Department of Terms: The term "Owner" refers to Clarendon County Water and Sewer Department and also includes anyone acting for the Owner under due authority.
 - 2. Work: The term "Work" shall include, unless otherwise specified, all labor, materials, structural accessories, machinery, equipment, tools, services, facilities, and transportation required by the drawings and specifications for the completion of the items listed herein. Any work not expressly set forth, but which is inferable from these specifications shall be furnished or executed as though specifically mentioned.
 - 3. Contractor: The term "Contractor" refers to anyone having a direct contract with the Owner for the furnishing of materials and/or for the construction and/or for the installation of the work, the subcontractor is referred to as "Contractor" and becomes obligated to the General Contract to the same degree that the General Contractor is obligated to the Owner.
 - 4. Engineer: The term "Engineer" shall include refers to Alliance Consulting Engineers, Inc. and also includes anyone acting for the Engineer's under due authority.

- B. Datum for Measurement: All measurements indicated in these specifications are from the surface of the ground at the site. Actual depths used during the proposed work will be dependent upon information obtained from drilling. All measurements made in the field during drilling and testing shall be made from a well-defined reference point. A complete description of this reference point (or sampling point) shall be included on all submittals provided by the Contractor. The elevation of each reference point used shall be specified with respect to the ground surface and some permanent benchmark established by the Owner's representative at each site. All depth measurements shall be within +/- .1 feet except water level measurements, which shall be +/- .01 feet.

1.07 REGULATIONS AND PROTECTION

- A. Permits, Inspection and Tests: Contractor shall apply to the State of South Carolina for a drilling permit. Copies of the drilling permit and the well completion report will be submitted to the Owner's representative. Contractor will be responsible for **ALL Local and State** drilling permits. The Contractor will assist Engineer and Owner in obtaining a step two construction permit and operation permit from SCDHEC. All specifications and reports will be signed and sealed by a professional engineer licensed in the State of South Carolina employed by the Contractor.
- B. Conformance with General Specifications: The work will be undertaken in accordance with AWWA (American Water Work Association) Standard for Water Wells A-100, except as noted herein.

1.08 SUBMITTALS

- A. Driller's Report: During construction, the Contractor shall maintain a daily report of all activities pertinent to the work. Inspection of the reports shall be granted upon request to the Owner by his representative at the well site. The report shall give a complete description of all formations encountered, number of feet drilled, number of hours on the job, shutdowns due to breakdown, materials used, water levels measured, weather conditions and other such pertinent data as may be requested by the Owner or his representative.
- B. Driller's Log: During the drilling of the pilot hole and construction of the production well, the Contractor shall prepare and keep a complete log each, setting for the following:
1. The reference point for all depth measurements.
 2. The depth at which each change of lithology occurs.
 3. The thickness of each stratum.
 4. The complete identification of the material of which each stratum is composed.
 5. A complete description of all materials including pipe, screen, couplings, reducers, blanks and bottom plates used in construction.
 6. The depth, thickness, locations and types of all well gravel used during construction.
 7. The depth, thickness, locations and types of all grout used during construction.

All driller's reports and logs shall be submitted to the Engineer and Owner's representative within 30 days for the completion of the work.

- C. Sieve Analysis: Copies of sieve analysis from the pilot hole drilled shall be submitted to the Owner for approval.
- D. Administrative Data: Information pertaining to the Contractor's test pumping and equipment will be provided to the Owner on appropriate forms including data obtained during pumping tests and other testing activities.
- E. Shop Drawings: Prior to the installation of any casing or screen, the Contractor shall submit to the Owner a detailed cross section of each well. The drawing shall indicate exact lengths, diameters, slot sizes, depths and other dimensions of the casing, screen, adapters, riser pipe, grout and all other appurtenances pertaining to the well.
- F. Geophysical Logs: Geophysical logging will be done by the Contractor. The Contractor will provide the Owner 24 hour notice concerning the requirements for logging. Geophysical logging will be required upon completion of drilling the pilot hole for the production well.
- G. **Mill Markings: All steel pipe, casing, and screen used in construction shall bear mill markings that will readily identify it. All material used shall meet the requirements of the "Reduction of Lead in Drinking Water Act of 2011" amendments to the Safe Drinking Water Act (SDWA) Section 1417 which went into effect on January 4, 2014.**
- H. Sampling Coordination: The Contractor shall contact the Owner 48 hours prior to collecting water samples. The Contractor is responsible for notifying interested State Agencies one week prior to the long-term test so that they can be prepared to collect samples during pumping tests. The Contractor will also cooperate and assist in the sampling effort.
- I. Water Samples and Analysis: The Contractor shall furnish the following water analysis of samples collected during the 24 hour pumping test. The price of this testing is including in the lump sum amount.
 - 1. **Water samples will be obtained and analyzed near the end of the 24 hour pump testing of the production well. Parameters to be tested for will be per attached Appendix "A" and will meet the requirements in accordance with the current State Primary Drinking Water Regulations [R.61-58.5].**
 - 2. **All sample analysis shall be performed by a certified laboratory having all State and/or Federal approvals necessary under the Safe Drinking Water Act for the constituents requested. A laboratory representative shall collect all samples. The chlorine residual will be determined by the Contractor in the field at the time the bacteria samples are collected using an approved field test kit capable of detecting chlorine residual to .1 mg/l.**

1.09 SITE RELATIONS AND CONDITIONS

- A. Time and Notice of All Work and Tests: The Contractor shall notify the Owner 48 hours prior to all work and tests called for in these specifications, including the start of drilling and the start of pumping tests.

- B. Cleaning Up: Contractor will be required to fully clean his entire working area. Any damage done to pavement, curbs, lawns, plantings, etc. by the Contractor, shall be corrected at the Contractor's expense. Clean up and repairs will only be considered acceptable if approved by the Owner's representative.
- C. Competent Workmen: The Contractor shall employ only competent workmen for the execution of this work and all such work shall be performed under the direct supervision of an experienced and licensed Master Well Driller (State of North Carolina) satisfactory to the Owner's representative.

1.10 WARRANTY

- A. The well shall be constructed and developed to deliver ground water having turbidity less than 5 NTU and sand content less than 5 milligrams per liter.
- B. The public groundwater production well shall be free from defects (workmanship, material and equipment furnished and installed) for a period of (1) year from the date of Substantial Completion.

1.11 QUALIFICATIONS

- A. The well driller shall be licensed by the State of South Carolina and shall demonstrate experience constructing not less than twenty wells of the size and depth of that specified for this project.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. General Statement: All materials and equipment furnished as part of the work required herein shall be new and of acceptable quality and free from defects or imperfections that could affect the serviceability of the completed well.

2.02 DRILLING FLUID

- A. Water Source: Only potable water from a source approved by the Owner will be used during construction. Arrangements can be made with the Owner to secure a source of water from the Owner's distribution system.
- B. Approval of Drilling Fluid: The drilling fluids program shall be agreed to by the Contractor, Owner, and Engineer prior to use. Selection and use of the drilling fluid materials shall be a part of this agreement. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure:
1. The protection of water bearing and potential water bearing formations exposed in the borehole.
 2. That good representative samples of the formation materials and obtained.
 3. That water is free of bacteria and other contaminants is obtained from the finished well.
 4. **All additives or fluids meet AWWA Standards for Public Drinking Wells.**
- C. The choice of the drilling fluid, its properties and control shall be the responsibility of the Contractor. Drilling fluid shall be approved by the South Carolina Department of Health and Environmental Control prior to its use. The Contractor shall have equipment for measuring fluid properties available at the site and shall maintain a drilling fluid log which shall include, but not be limited to, time, date, depth and drilling fluid additives used.

2.03 WELL CASINGS

- A. All well casings of this diameter shall be new. It shall be made of non-galvanized, plain end steel, which conforms to ASTM Class A-53 schedule 20 pipe meeting and AWWA A-100. **All welded joints will meet current API requirements. All material used shall meet the requirements of the "Reduction of Lead in Drinking Water Act of 2011" amendments to the Safe Drinking Water Act (SDWA) Section 1417 which went into effect on January 4, 2014.**
- B. The Various Diameters and depths are anticipated as following:
1. 24" Diameter. – 92 linear feet (from ≈137 MSL to ≈45 MSL) – Outer Casing
 2. 18" Diameter. – 312 linear feet (from ≈137 MSL to ≈ -175 MSL)

2.04 WELL SCREENS AND BLANK SECTIONS

- A. Production Well Screen Dimensions and Construction Details: The contractor shall furnish and install a new, continuous slot, wire wound screen (U.S. Filter Johnson Screens. or equivalent). The screen shall be constructed of wound wire, reinforced by longitudinal bars. The bars shall have a cross section that will form an opening between each adjacent coil or wire that is shaped in such a manner as to increase in size inward. The wire shall be firmly attached to the bars which in turn, will be attached to a coupling adapter. All screens shall be designed to have an entrance velocity not to exceed six (6) feet per minute at design capacity of the well (750 GPM). All well screens and blanks will be made of 304 stainless steel and designed for a well depth of approximately 770 feet deep.
- B. The top of screen shall be located below the maximum drawdown level in the well. The selected slot size shall limit the maximum velocity of the water entering the screen to 0.1 foot per second or less and be sized to meet the gradation of the filter pack within the screened zone. The screen shall be of adequate strength to resist the forces to which it will be subjected to after construction and to minimize the likelihood of damage during construction. The screen shall have the following dimensions:
1. Inside Diameter - 10 inches
 2. Outside Diameter - 10.75 inches
 3. Slot Size - to be determined from the sieve analysis of the test/ observation well.
- C. Production Well Blank Sections: A 10-foot-long sump or cellar with the same dimensions as the well screen and shall be attached to the bottom of deepest set screen section.
Tight wound well screen may be used in place of pipe as cellar or blank sections between well screens.
- D. Joints connecting screen sections shall be of the same material as the screen or butt welded by an approved welding process. All fittings shall be constructed of the same material as well screen.

2.05 FITTINGS AND ACCESSORIES

- A. Couplings: All couplings between sections of pipe and between pipe and screen shall provide a strong sand and watertight seal. The materials of the coupling shall be compatible with the joined pieces to minimize corrosion.
- B. End Plates: The bottom of the well screens shall be fitted with sand tight end plates made of the same material as the well screens to prevent electrolysis and corrosion.
- C. Temporary Well Cap: Shall be welded, tight threaded or otherwise fastened to be "vandal proof".
- D. Centralizers: Centralizers shall be installed on the well screen and the riser pipe at 40 -

foot intervals from the bottom of the well screen to the top of the riser pipe, in the production well.

- E. PACKER FITTING: The packer fitting shall be constructed of type 304 stainless steel with a neoprene rubber tri-seal heat bonded to the fitting. Neoprene shall be of standard hardness, 70 durometers.

2.06 GRAVEL PACK

- A. General: Gravel pack material shall be sized on the basis of the sieve analyses of the strata of the water bearing formation and shall consist of acid resistant, well-rounded, washed, graded silica gravel as detailed below. Filter pack material shall be disinfected immediately prior to placement in the well.
- B. Type of Material: The filter gravel in the production well shall consist of material that is composed of sound, durable, subrounded to rounded rock and mineral fragments. The particles shall consist mainly of quartz and/or quartzite and shall contain no limestone or other calcareous material, such as shell fragments and no organic material, such as wood fragments or lignite. The gravel shall be purchased from a commercial supplier who shall certify that the material is suitable for use in potable water wells. Gravel shall be supplied by the Southern Products or approved equal.
- C. Size of Material: The gravel pack material shall be graded and sized to be suitable and compatible with the formation present and screen slot size(s) selected. The material shall meet industry standards for sorting and size distribution within the stated range. The uniformity coefficient of the gravel shall be no greater than 1.7. A current sieve analysis and sample of the gravel, proposed for use in the production well, will be submitted to the SCDHEC for approval prior to its delivery and use.
- D. Storage of Materials: The gravel pack material shall be delivered to the site in bags or in bulk. It shall be placed on 6 mil. plastic sheeting at a raised location so as not to be subjected to any type of surface run-off. The material shall be kept clean and dry at all times.

2.07 GROUT

- A. Cement Grout: Neat cement grout in the production well consisting of a mixture of Portland cement ASTM C-150 Type 2 or Type 3, and water with not more than 7 gallons of clean water per 94-pound bag of cement shall be used. The well casing shall be surrounded by a minimum of 3 inches of grout and the grout shall be introduced to the annular space using a 2-inch tremie pipe. If premixed cement is purchased, a certificate of composition must be presented to the SCDHEC upon delivery.
- B. Grouting materials: All wells shall be grouted with a minimum of sand-cement, bentonite-cement mixture or neat cement. The sand-cement or neat cement mixture shall be composed of not more than two (2) parts by weight of sand to one (1) part of cement with not more than seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement. The bentonite-cement mixture shall be composed of three (3) to five (5) pounds of bentonite mixed with seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement.

2.08 DEVELOPMENT AIDS

- A. Chemicals and Other Development Aids: Materials used to improve the efficiency of the well and assist in its development may be permitted subject to the approval of the Department and will meet AWWA Standards for Public Drinking Wells.

PART 3 - EXECUTION

3.01 SITE PREPARATION AND SET UP

- A. Construction Scheduling: The Contractor shall be prepared to complete all of the work on a continuous basis and in an expeditious manner. When setting casing and screen, it is expected that these operations will be undertaken using crews around the clock.
- B. Fences: All mud pits shall be enclosed at all times by a temporary fence supplied by the Contractor.
- C. Erosion and Sedimentation Controls: All required erosion and sedimentation controls, as required by the "Standard Specifications", shall be in place prior to the start of drilling.

3.02 PILOT HOLE DRILLING

- A. Description of Pilot Hole Drilling: A pilot hole for formation sampling and geophysical logging shall be drilled from ground surface to a depth of 770 feet. The sediments penetrated shall be sampled as specified herein.
- B. Method of Drilling: The pilot hole shall be drilled using the hydraulic mud rotary method. The contractor shall be responsible for determining the means and methods of the drilling operation to deliver a completed well suitable for the purposed intended. The drilling fluid shall be maintained at such weight and viscosity to carry the cuttings out of the hole and to prevent caving within the drilled hole.
- C. Drilling fluid shall contain no dangerous materials, shall be disinfected and shall meet the drinking water standards established in AWWA A100. All drilling fluid additives shall comply with recognized industry standards and practices for the construction of drinking water wells and shall be applied and used as prescribed by the manufacturer. Only potable water shall be used in the preparation of any drilling fluid.
- D. The contractor may install a temporary casing to aid in protecting the borehole integrity. Temporary casing shall be withdrawn from the borehole during the placement of filter pack material and well casing grouting operations.
- E. Use of Starter Casing: If deemed necessary by the Contractor, a large diameter length of surface casing may be used to prevent caving during construction. The use of an outer casing shall in no way infringe upon the required grouting of the well or obtaining a proper seal. Any other casing used will be left in place and shall be included in the base bid price.
- F. Pilot Hole Sediment Sampling: During the drilling of the pilot hole, sediment samples shall be collected as follows:
 - 1. Method of Collection: The Contractor shall obtain return flow samples by removing from the circulating drilling fluid a representative sample of the formation by either collecting the samples in a cutting sample box, sediment shaker, a baffle in a ditch or catching them in a bucket and allowing the sample to settle out. Provisions shall be made to determine the exact depth of the formation from which the cuttings are derived.
 - 2. Collecting of Interval: Formation samples shall be collected at 10-foot intervals starting at ground surface, and at any pronounced change of formation. Beginning at a depth of 350 feet, samples shall be collected at 5-foot intervals and at any pronounced change or formation. Special care shall be used when collecting samples from the aquifer.

3. Number of Samples: One representative sample shall be obtained from each sampling interval above 250 feet. At least two representative samples shall be obtained from each sampling interval below 350 feet.
4. Making Samples: Immediately after retrieval, formation samples shall be placed in suitable containers, securely closed to avoid spillage and contamination and clearly labeled in a permanent manner with at least the following information:
 - a. Location of the well.
 - b. Name or number of the well.
 - c. Depth of interval represented by the sample.
 - d. Date taken.
5. Delivery of Samples: One set of samples collected from the aquifer and selected in conjunction with the Owner's Representative shall be delivered to qualified testing facility approved by SCDHEC so that sieve analysis can be performed for tentative selection of the production well screen. The remaining samples shall be safely stored until they are accepted by the owner.
6. Geophysical Logging of Pilot Hole: The contractor shall have the pilot hole prepared for geophysical survey equipment. He will properly abandon any hole containing lost geophysical tools and will redrill to the designated depth and diameter at no additional cost to the Owner for abandonment or redrilling.
7. Any and all cost associated with material testing including cutting/soil samples testing and water sample testing during the construction, development, SCDHEC approval process until Owner final approval and acceptance of the groundwater production well shall be bore by the Contractor at no additional cost to the owner for retesting, if necessary.

3.03 WELL LOG

- A. A driller's log shall be completed for each well and shall include a depth reference point, the depth of each formation change, a description of each formation including color, mineralogy, rock type, grain size, and any other observations which may have a bearing on the final construction of the well. The driller's log shall also include the location of lost tools, drilling fluid loss, casing depth and description, amount of filter pack used, screen sizes and lengths, and the amount of grout used.
- B. A sieve analysis of aquifer material samples shall be performed to determine filter pack gradation requirements. Samples shall be taken from the aquifer at sufficient intervals to identify the potential range of material gradations that need to be considered in the filter pack selection.
- C. The Contractor shall submit three (3) copies of the driller's log and sieve analyses within two (2) weeks of completing well installation to Owner and Engineer for review. The contractor shall submit two (2) copies of the driller's log and sieve analyses to the SCDHEC.

3.04 WELL CASING AND SCREEN INSTALLATION

- A. Casing sections shall be connected through threaded couplings and shall be watertight throughout its length. Guides shall be attached at approximately 20-foot intervals to the casing and well screen to approximately center the casing and screen in the borehole.
- B. The screen shall be placed in the casing and sealed at the top with a packer fitting. Stainless steel guides shall be provided at approximately 20-foot intervals to center the screen in the borehole.
- C. Prior to grouting operations, potable water shall be circulated in the annular space between the casing and bore hole to clear obstructions.
- D. The well casing shall be lowered into the bore hole per SCDHEC regulations by the certified well driller.

3.05 FILTER PACK INSTALLATION

- A. The filter pack material shall be delivered to the site in sealed bags. The Contractor shall be responsible for protection of the material. Filter pack material in damaged bags shall not be placed in the well. The contractor shall disinfect the filter pack material immediately prior to its placement in the well. One or more tremie pipes shall be used to place the filter pack material in the well. The tremie pipes shall remain in the well to allow placement of additional filter pack material during development. The filter pack thickness shall be a minimum of six (6) inches around the screen perimeter. The filter pack shall be 2.5 times the casing diameter placed below the bottom of the screen and above the top of the screen.
- B. The placement of the gravel pack in the annular space in the borehole shall not allow aquifers to mix. The certified well driller shall make any and all efforts to avoid the mixing of aquifers.
- C. Selection of artificial filter grain size and screen aperture size: When an artificial filter is necessary, the filter grain size shall be determined from sieve analysis of the formation to be screened. The screen aperture shall be of such size as to retain between eighty-five (85) and one hundred (100) percent of the filter material. The drill hole diameter shall be carefully controlled so that the thickness of the filter medium ranges from a minimum of three (3) inches to a maximum of eight (8) inches.
- D. Method of installation of filter material: The filter material shall be placed with a disinfected fluid. For wells less than fifty (50) feet in depth with a short screen (5 to 10 feet), the filter material may be gravity fed from the surface if the annular space is at least six inches. For wells deeper than fifty (50) feet, a tremie pipe shall be required.

3.06 GROUTING

- A. The annular space between borehole and the casing shall be sealed by forcing grout from the top of filter pack toward the surface. The filter pack surface shall be protected from grout entry into the filter pack. The grout shall be placed with a tremie pipe. The grout shall be continuously placed until grouted to the surface.
- B. Grouting materials: All wells shall be grouted with a minimum of sand-cement, bentonite-cement mixture or neat cement. The sand-cement or neat cement mixture shall be composed of not more than two (2) parts by weight of sand to one (1) part of cement with not more than seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of

cement. The bentonite-cement mixture shall be composed of three (3) to five (5) pounds of bentonite mixed with seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement.

- C. A 6 foot square by 4 inch thick concrete pad shall be centered on the well casing and the top sloped to direct water away from the well known as the sanitary seal. The sanitary seal shall not be installed until after the well has fully been disinfected in accordance with section 3.13 below.
- D. No work shall be performed on the well until the grout has cured sufficiently to achieve at least 70 percent of its strength.
- E. Method of installation of grout: Grout material shall be placed by tremie pipe, either by pouring or forced injection, after water or other drilling fluid has been circulated in the annular space sufficiently to clear all obstructions. There shall be a minimum annular space of three (3) inches for gravity feed between the outside surface of the casing and the formation. The minimum size tremie pipe shall be two (2) inches inside diameter for gravity feed. When placing the grouting material, the tremie pipe shall be lowered to the bottom of the zone to be grouted and raised slowly as the grout material is introduced. The tremie pipe shall be kept full continuously from start to finish of the grouting procedure, with the discharge end of the tremie pipe being continuously submerged in the grout until the zone to be grouted is completely filled.

3.07 PLUMBNESS AND ALIGNMENT

- A. The completed well shall be sufficiently plumb and straight to avoid interference with the installation, alignment, operation, or future removal of the permanent well pump. Alignment and plumbness tests shall be conducted by the Contractor. Failure to meet alignment and plumbness requirements shall be reason to refuse acceptance of well construction.
- B. Plumbness shall be considered satisfactory if the well does not vary from the vertical in excess of two-thirds of the inside diameter of the well casing per 100 feet of depth.
- C. Alignment shall be considered satisfactory if a section of pipe 40 feet long of the same diameter as the well pump and motor assembly can be lowered to within five feet of the top of the well screen. The outside diameter of the test pipe shall not be more than ½ inch smaller than the inside diameter of the casing being tested.

3.08 WELL DEVELOPMENT

- A. The well shall be developed by application of sufficient energy to disturb the natural formation, free the drilling fluid skin and allow fine solids to be drawn through the well screen. Polyphosphate dispersing agents may be used at the Contractor's discretion.
- B. The well contents shall be agitated and pumped to waste in an effort to remove the solids drawn into the well. The well development work shall be started slowly and increased in vigor as the well is developed.
- C. Development shall proceed until no fines are produced by agitation and the well is capable of producing water meeting the turbidity and sand content requirements at a pumping rate at least 125 percent of the well design capacity.
- D. The Contractor shall provide means for disposal of the water pumped during development.
- E. During the development process the turbidity shall not exceed 5 NTU unless due to natural hardness conditions. In addition, the sand content shall exceed 5 milligrams per liter (mg/L)

or 20 milligrams per gallon (mg/g). This both shall be confirmed by the certified well driller during development and then afterwards during the raw groundwater testing.

3.09 STEP TEST

- A. After development is completed, a pump capable of delivering the rate given in the Well Schedule shall be installed in the well. The Contractor shall provide the pump, a variable frequency controller, a portable generator, temporary discharge piping, flow meter and water level measuring instruments. The Contractor shall provide personnel to operate the pump, take water level measurements, record pump flow rates, collect water quality samples, and record information collected during the pump tests.
- B. The pumping well water levels shall be measured with an electric tape. The pumping unit shall be complete with an ample power source, controls, fuel and appurtenances and shall be capable of operating without interruption for the duration of the test. Temporary power provisions shall comply with NEC requirements.
- C. Prior to starting the pump, water level measurements shall be collected at least hourly for a minimum of four (4) hours; measurements shall be recorded on the same note sheets to be used during the pumping test. The well shall be "step" tested at four (4) different rates corresponding to 50%, 75%, 100% and 125% of the test pumping rate given in the Well Schedule.
- D. The pump discharge flow rate shall be measured with a magnetic flow meter having accuracy within 2 percent of actual flow rate. The pump flow rate shall be controlled using a variable frequency drive.
- E. Water shall be discharged at least 200 feet from the pumped well in a manner that enables the water to flow away from the pumped well while not causing any adverse impacts to adjoining property.

3.10 CONSTANT RATE TEST

- A. The Contractor shall perform a 24-hour duration aquifer test at a constant rate equal to the estimated well yield determined from the step test results.
- B. The pump used during the test shall be equipped with sufficient discharge column so that the top of bowl is more than five feet below the maximum drawdown level. The pump to be used shall be capable of discharging at a rate equivalent to the well capacity. The rate of discharge shall be controlled by means of a variable frequency drive. The rate of discharge shall be measured by a magnetic flow meter with a confirmed accuracy. The Contractor shall be required to furnish and install the necessary discharge piping.
- C. Water levels in the pumped well, test well, and monitor well shall be measured by electric tape to the nearest $\frac{1}{4}$ inch. Level measurements shall be at 5-minute intervals for the first 100 minutes, at 15-minute intervals for the next 200 minutes and at 60-minute intervals thereafter until the end of the test. In addition, discharge flow rates or pumping rates shall be recording in the same time intervals as detailed in SCDHEC R.61-58.2.B(12).
- D. Water levels will also be measured after the well pump is stopped. Level measures will be every 5 minutes for the first 100 minutes and every 15 minutes for the next 200 minutes.
- E. A sample tap shall be provided from which water samples will be taken during test pumping. Should the chemical analysis of the water indicate unacceptable levels of sand or turbidity that can be associated with improper well development, the Contractor shall develop the well further to bring these constituents to acceptable levels. The production well will not be accepted, and payment will not be made until the Contractor has explored

all practical efforts to remedy the above conditions.

- F. Water shall be discharged at least 200 feet from the pumped well in a manner that enables the water to flow away from the pumped well while not causing any adverse impacts to adjoining property. ***The contractor shall make all necessary precautions to protect from discharging flora and fauna off-site including filters devices such as sediment socks.*** A written plan shall be approved by the Owner and Engineer at least 48 hours before beginning of pump activities.
- G. The Contractor shall maintain accurate records during the pump test and furnish copies of all records to the Engineer upon completion of the test. Records of measurements shall include the date of the test, the clock time, elapsed pumping time of each measurement, the depth to water below the measuring point, the pumping rate at the time of measurement, and any pertinent comments or conditions that may affect the measurements.
- H. Two (2) copies of the results of the constant rate tests shall be provided to SCDHEC prior to final construction of the well pumping system. The test results shall include the following at a minimum: start time of test, method of measurement (specified above), pump rate and water level during the 24-hour test, water level up to 24 hours after test (specified above), and name of credited well driller conducting the test.

3.11 ABORTED TESTS

Failure of pump operation during the aquifer test for a period greater than one percent (1 %) of the elapsed pumping time shall require termination of the test until the water level in the pumped well has recovered to its original level and at least 24 hours' time shall be allowed to elapse prior to beginning another test. Any and all restarted or retests shall be conducted for a minimum of 24 hour time period as detailed in SCDHEC R.61-58.2.B(12)(b).

3.12 ANALYSIS OF STEP AND CONSTANT RATE TEST DATA

The Contractor shall forward the test data obtained in the step and constant rate aquifer tests to an independent geophysical consulting firm, approved by the Owner, for evaluation and analysis. The evaluation shall identify the safe yield of the well, the projected drawdown at the proposed pumping rate and the recommended pump setting. A written report shall be prepared and submitted to the Owner for review. Additional information is included in subsection 3.18 below.

3.13 WELL DISINFECTION

- A. The gravel pack material shall be chlorinated immediately before installation to avoid contamination of the water supply.
- B. Commercial strength sodium hypochlorite meeting NSF requirements shall be used as the disinfectant and shall be delivered to the work site in the original sealed containers with labels indicating the percentage of available chlorine. The disinfectant shall be recently purchased and shall be stored in a cool place.
- C. Disinfection shall be by the Displacement Method. The quantity of chlorine used for disinfection shall be sufficient to produce a minimum of 50 milligrams per liter of available chlorine in solution when mixed with the total volume of water in the well. The Contractor shall provide a reliable means of insuring that the disinfecting agent is uniformly applied throughout the entire water column in the well without relying on subsequent mechanical or surging action for dispersing the disinfectant. All accessible portions of the well above the water level shall be maintained in a damp condition with water containing the required

concentration of disinfecting agent for a period of not less than 20 minutes. The disinfecting agent shall be left in the well for a period of at least 12 hours. After the contact period, the well shall be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be selected to minimize potential damage to aquatic life or vegetation. A dechlorinating agent shall be introduced to the water to reduce the chlorine residual to an undetectable concentration prior to reaching the discharge point.

- D. Sampling - Bacteriological, Unit 37 and radiological samples shall be collected by the Contractor for analysis by the SCDHEC Laboratory and/or approved private laboratories. At a minimum two (2) samples shall be taken 24 hours apart to SCDHEC requirements in R.61-58.2(B)(14). If the results of the bacteriological sampling are unsafe, the well disinfection shall be repeated by the Contractor, until safe test results are obtained.
- E. Scheduling disinfection - The well shall be disinfected at the following times during construction process:
 - 1. The well shall be disinfected as soon as construction of the well and cleaning procedures have been completed. All oil, grease, soil, and other materials which could harbor and protect bacteria from disinfectants shall be removed from the well. Unless prior approval is obtained for employing chemicals or unusual cleaning methods, the cleaning operation shall be carried out by pumping and swabbing only.
 - 2. The well shall be disinfected after completion of the performance testing and sampling. The well shall be capped with sanitary seal in accordance R.61-58.2(B)(6)(d) and shall be protected from vandalism until the permanent pump is installed.
 - 3. The well shall be disinfected after installation of the thoroughly scrubbed and cleaned permanent pump.
- F. Disinfectants - Chlorine disinfectant shall be delivered to the site of the work in original closed containers bearing the original label indicating the percentage of available chlorine. The disinfectant shall be recently purchased (chlorine compounds in dry form shall not be stored for more than one (1) year and storage of liquid compounds shall not exceed 60 days). During storage, disinfectants shall not be exposed to the atmosphere or to direct sunlight. The quantity of chlorine compounds used for disinfection shall be sufficient to produce a minimum of fifty (50) milligrams per liter available chlorine in solution when mixed with the total volume of water in the well.
- G. Disinfection procedure - For each disinfection, a reliable means shall be provided for ensuring that the disinfecting agent is uniformly applied throughout the entire depth of the well including the casing, pipes and wiring above the water level. The disinfection shall be in accordance with current AWWA Standards for Disinfection of Wells.
- H. After the contact period, the well shall be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be selected so as to avoid damage to aquatic life or vegetation. The discharge point shall be confirmed with the Engineer and Owner prior to the disinfection process.

3.14 WATER SAMPLES AND ANALYSES

- A. All samples shall be appropriately identified by the well identification number assigned by the Department, date, and time and shall include the name of the sample collector, contractor and owner. The samples shall be analyzed by a certified laboratory. Test results shall be provided to the Department prior to the construction of the pumping and

treatment facilities (if applicable) or with the engineer's certification letter if the project is permitted in one step.

1. Bacteriological analysis - Prior to sampling, the well shall be pumped until the chlorine residual is non-detectable. Two consecutive samples of water shall be collected at least twenty-four (24) hours apart and be analyzed for total coliform bacteria. The results of both samples must show the absence of total coliform bacteria using membrane filter methodology. The measured chlorine residual and non-coliform growth must also be reported. If the non-coliform growth is greater than eighty (80) colonies per one hundred (100) milliliters, the sample result will be deemed invalid and must be repeated. All samples must be analyzed by a laboratory certified by the Department. The Department may request that heterotrophic plate count analyses be conducted on a case-by-case basis where construction, development, or disinfection problems are suspected.
2. Chemical and radiological analysis - Representative clear samples shall be properly collected and preserved and shall be analyzed by a certified laboratory. The sample shall be analyzed for all contaminants listed in R.61-58.5 and all other parameters needed to determine the aggressiveness of the water to include, pH, total alkalinity, calcium, hardness, total dissolved solids, temperature, and shall be delivered to the laboratory no more than thirty (30) hours after its collection. The pH and temperature measurements shall be made in the field using certified methodology.
3. Special monitoring for direct surface water influence - For those wells meeting the requirements of R.61-58.2(B)(3)(c), and for any other well deemed necessary by the Department because of location, depth, testing analysis, or other pertinent information, the following special monitoring must be conducted:
 - a. Quarterly analyses, for a period of one (1) year of the untreated well water for total and fecal coliform bacteria;
 - b. Analyses for pH, turbidity, temperature, and conductivity before and after two or more heavy rainfall events (at least 2 inch over a 24 hour period);
 - c. Where the above analysis indicates a possible problem, microscopic particulate analysis must be conducted.
 - d. If these analyses indicate that the well is under direct surface water influence, treatment must be added and monitoring conducted in accordance with R.61-58.10 or the well must be abandoned in accordance with R.61-58.2(B)(15).

3.15 DISPOSAL OF DRILLING WASTE

The Contractor shall remove the well drilling waste (fluid and cuttings) from the site.

3.16 WELL CAPPING

The well shall be capped with a watertight, lockable cap capable of preventing unauthorized entry to the well.

3.17 WELL ABANDONMENT

- A. If a well must be abandoned for any reason, the casing shall be removed as much as practical, and the bore hole shall be filled with neat sand-cement grout by certified well driller. The sealing material (neat sand-cement grout) shall be feed from bottom upper using tremie to guide placement.
- B. For SCDHEC Type II/III groundwater well the sealing material (neat sand-cement grout)

shall be placed at no less than 50 feet below existing ground surface except the upper most 5 feet.

- C. If the well is abandoned due to actions of the Contractor, no compensation will be made. If the Engineer or the Owner orders abandonment, the materials used and man-hours expended for proper plugging shall be measured as Miscellaneous Materials and Miscellaneous Labor and the measurement statements under those items shall apply.
- D. In the event a well must be abandoned; its location must be recorded on the site plans in conjunction with its latitude and longitude. Those records must be provided to the Owner, Engineer, and SCDHEC.

3.18 PRODUCTION WELL CONSTRUCTION

- A. Method of Drilling: Drilling for the production well shall be undertaken using the hydraulic mud rotary method for the pilot hole and reaming the pilot hole to accept the outer casing. The drilling fluid shall be maintained at such weight and viscosity to carry the cuttings out of the hole and to prevent caving within the drilled hole. The mud, reverse rotary or air reverse rotary drilling method will be utilized to ream the formation area to accept the well screen and gravel pack.
- B. Once the outer casing is set and grouted in place, the Contractor will pump the drilling fluid out of the mud pits completely and flush out the outer casing with clear water, from the bottom up, until all the drilling mud is removed from the casing.
- C. Selection of Screen Dimensions: Screen slot size, configuration, setting and gravel pack size will be selected by the Contractor and approved by the owner's representative based on all previous work and the intent of these specifications. The Contractor shall check the driller's logs, geophysical logs, and sieve analysis to reach a final decision concerning screen slot size and placement.
- D. Drilling to Set Screen and Casing: The drilled hole for the outer casing will as detail in construction plans. Once the outer casing has been installed and grouted in place, the drilled hole for the inter casing and screen area will begin.
- E. Installation of Casing and Screen: The screen and riser pipe will be installed in the drilled hole through the inter casing and then gravel packed. The gravel pack will be brought to a point of the first confining layer above the top of the screen as detailed on the construction plans. The 1-1/2 inch water level access pipe will be installed 5 feet above the top screen connection attached to the inner casing.
- F. Alignment Test: The casing shall be set round, plumb, and true to alignment. The test for alignment in the inter casing shall be made following the setting of the casing and before the installation of grout.
- G. Alignment shall be tested by lowering into the well a section of 6-inch diameter or larger pipe which is 40 feet long with guides on each end and in the middle. The outer diameter of the guides shall not be more than ½-inch smaller than the diameter of that part of the casing being tested. The guides shall be a minimum of 1.0 feet long.
- H. Plumbness Test: The test for plumbness shall be made by the Contractor with a plummet suspended from a tripod on the drill rig. The plummet shall be approximately ½-inch smaller in diameter than the inside diameter of the well casing being tested.
- I. Results of P/A Tests: Should the alignment dummy or the plummet fail to move freely throughout the entire length of the casing being tested, or should the well vary from the

vertical in excess of 1/3 the smallest inside diameter of that part of the well being tested per 100 feet in depth, the plumbness and/or alignment of the well shall be corrected by the Contractor at his own expense. Should the Contractor fail to correct the faulty plumbness and alignment, the Owner's Representative may refuse to accept the well and require that another well be constructed at another location on the property. The inside and outside of the existing casing or borehole, if the casing is removed, would then be properly filled and sealed at the Contractor's expense. The Department's Representative may waive the requirements for plumbness and alignment if, in his judgment, the defect is due to circumstances beyond the Contractor's control and/or the utility of the completed well will not be materially affected.

- J. Installation of Gravel Pack: After the riser pipe and well screen are securely positioned in the well, the Contractor shall furnish and install a gravel pack between the screen and the borehole. The gravel pack shall be composed of graded gravel having a hard, clean, smooth surface. The size of the gravel shall be selected in accordance with the character of the water-bearing formations and the design of the well screen. The Owner shall be notified of the size and composition of the gravel pack interval prior to its installation. The gravel pack materials shall be delivered in bulk or in bags and stored on a surface covered with a clean material and shall be covered in a manner to prevent any contamination. The contractor shall be responsible for ensuring that the gravel pack material is adequately disinfected during installation.
- K. The gravel pack shall be placed adjacent to the screen using the Tremmie Pipe Method, so that the entire open space between the screen and the borehole of the first confining layer above the top of the screen as detailed on the construction plans is uniformly filled with gravel. The borehole shall be continually flushed with clean water to remove drilling sediments and natural clays, prior to and during gravel packing. Tremmie pipe will be 2" minimum.
- L. Installation of Grout: The annular space between the drilled hole and the outer casing shall be sealed by pressure grouting from the first confining layer above the top of the screen as detailed on the construction plans. This shall be accomplished by the use of a Tremmie pipe method or by some other method recommended by the Contractor and approved by the Owner. Grout will be installed from the bottom to the surface. Grout shall be allowed to set for a minimum of 48 hours before resuming any work.
- M. Well Efficiency: The well shall have an efficiency of not less than 70 percent at maximum available drawdown at the end of 24 hours of test pumping.
- N. Development Methods: A method of development will be used which will result in the removal of the fine material in the vicinity of the well screen, increase the material porosity of the undisturbed formation and remove the mud cake and drilling fluid from the borehole. This is to be accomplished with a method of development which will cause a reversal of flow through the well screen combined with pumping to remove color and fine materials and may include, but is not limited to, mechanical surging, air surging or a combination of high velocity jetting and pumping. Development by the above-described methods must be done prior to the installation of a test pump.
- O. Development Aids: Chemical and other development aids to improve the efficiency of the well and to assist in its development may be permitted subject to the well and to assist in its development may be permitted subject to the approval of the Owner. Any use of a chemical development aid shall be undertaken with extreme caution. Concentrated discharge from the well shall be disposed of in a safe and proper manner.

- P. Additional Development: Development shall be sufficient to provide minimum acceptable efficiency for the well. The contractor may continue to develop the well until the well reaches the minimum requirement. All additional development and retesting necessary to meet the Acceptance Standards will be at the Contractors expense. No additional compensation for more than 10 days of development.
- Q. Test Pumping: After the Contractor feels he can meet the acceptance standards, the well shall be pumped to determine aquifer characteristics, well efficiency and to collect representative water samples from the aquifer. Testing shall be accomplished as follows:
1. General Equipment: The Contractor shall furnish all labor, tools, pumps, piping, electric cable, controls, generators, flow measuring devices and other appurtenances necessary for the performance of testing pumping as required by these specifications. The Contractor shall furnish the necessary pumping equipment and measuring instruments to pump at stepped rates per part 3.10 above with throttling control satisfactory to the Owner, measure the discharge rate in a manner satisfactory to the Owner's Representative and to carry the pumped water to an acceptable discharge point as directed by the Owner. The pump intake shall be set estimated base of bowl location (see construction plans for details) or less depending on tests conducted during development. The pumping unit shall be complete with an ample power source, controls and appurtenances and shall be capable of operation without interruption for a period of at least 24 hours. **The contractor will provide the name of the person conducting the pumping test and method of measurement.**
 2. Water-Level Measurement: A clearly marked convenient reference point shall be established at the top of a water-level measuring pipe which the Contractor shall insert in the pumped well along with the test pump. The Contractor will utilize a Hermit Data Logger with probes to record the water levels in all wells.
 3. Flow Measurement: The discharge from the well shall be measured using a pipe, piezometer tube and orifice plate. The configuration of this equipment shall meet industry standards.
 4. Sampling Point: The Contractor shall furnish a 1-1/4-inch FPT opening in the discharge pipe before the beginning of the orifice pipe for the installation of sampling equipment.
 5. 24-Hour Test: After a rest period of at least 12 hours, during which the well has recovered, a constant rate test shall be conducted by pumping the well at a rate up to approximately 750 GPM for a period of 24 hours, followed by a recovery period of 12 hours or as extended by the Owner's Representative. The pumping rate for the 24-hour test will be selected so as to provide maximum drawdown in the well. **The department (SCDHEC) will be notified a minimum of 3 days (72 Hours) prior to the commencement of the pumping test.**
 6. Collection of Water-Level Data: Water level measurements shall be obtained in the pumped well a minimum of every 15 minutes for the first (3) hours of the test and then hourly or as follows by the Contractor. The contractor shall obtain the observations during nighttime hours. **Measurements of water level during the pumping and recovery periods can be made as follows:**
 - 0 - 20 minutes ----- every minute
 - 20 - 40 minutes ----- every 2 minutes

- 40 - 100 minutes ----- every 5 minutes
- 100 - 240 minutes ----- every 10 minutes
- 240 - 1440 minutes -----every 30 minutes

7. Engine or Pump Failure: During the initial step test and during the constant rate 24-hour test, **interruption in the pump or engine operation for a period of greater than one (1) percent of the elapsed pumping time, shall require suspension of the test until the water level in the pumped well has recovered to its original static water level.** The time of the restart of the test shall be approved by the Owner and shall take into account staff scheduling and water sampling. The Owner’s Representative shall be the sole judge as to whether recovery has been completed and when the pump shall be restarted.
8. Discharge Water: Water discharged during the pumping test shall be conducted to the storm drain as previously specified. The Contractor shall be responsible for correcting, at his own expense, any damage caused by the discharged water.
9. Water Sampling Arrangements: Water samples will be collected during the long-term pumping as follows:
 - a. Group A: Two samples: one during the first 5 minutes of pumping and one during the last 30 minutes of the pumping test.
 - b. Group B: Two samples: one during each of the last 3 hours of the pumping test.
 - c. Group C: One sample during the last 30 minutes of the pumping test with the analysis conducted in the field at the time of sampling.
 - d. Group D: One sample during the last 30 minutes of the pumping test for the transport to the laboratory for analysis.
- R. Disinfection of the Well: The Contractor shall furnish all labor, materials, transportation, tools, supplies, plant, equipment and appurtenances necessary for the satisfactory disinfection of the wells. Disinfection of the wells shall be as provided by “AWWA Standard for Deep Wells”. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 100 PPM of chlorine shall be prepared and applied in accordance with the directions of, and to the satisfaction of, the owner and shall remain in the well for a period of at least 12 hours. After that required disinfection period and with the approval of the Owner’s Representative, the chlorinated water from the well shall be pumped to a discharge location as approved by the Owner’s Representative. The well shall also be disinfected at various times during the Work as deemed necessary by the Contractor. **Water pumped from the well after disinfection shall be dechlorinated, in accordance with the SCDHEC regulations, before it is discharged into the storm drainage system.**
- S. TV Survey of the Completed Production Well: At the conclusion of testing and prior to capping the production well, the Contractor will conduct a TV survey of the well to confirm construction details and dimensions. The Contractor is responsible to take whatever steps are necessary to clear the water in the well so a clear TV picture is obtainable.
- T. Well Capping: Whenever the well is left unattended a temporary well cap or drill tool with suitable plates will be placed on the well to prevent entry. Upon completion the well shall be capped with a lockable device to prevent unauthorized entry. The device shall be fabricated so that it can be unlocked relatively quickly and will not interfere with the

measurement of water levels in the well.

- U. **Well Identification Plate:** A well identification plate well attached to the permanent well. The following information will be provided: Drilling contractor and registration number, date well completed, total depth of well in feet, casing depths in feet, casing diameters in inches, screened intervals in feet, gravel-pack intervals in feet, yield in GPM, specific capacity in gpm/ft. of drawdown, static water level, pumping level, drawdown in feet, and longitude and latitude to the nearest second.
- V. **Technical Data:** Eight (8) sets of Technical Data will be submitted to Engineer. Engineer will forward two (2) copies to the department (SCDHEC) and two (2) copies to the Owner. This will include drillers log, electric and gamma log, sieve analysis, as-built drawing of the well, pumping and recovery test data and water analysis.

3.19 PRODUCTION WELL TESTING REQUIREMENTS

- A. Sample Collected (Raw Water): All samples collected during the 3.18 Q(9) shall be tested at an SCDHEC Laboratory and/or approved private laboratory to ensure its meet those requirements outlined within the State Primary Drinking Water Regulation (SPDWR) detailed in SCDHEC Regulation R.61-58. The costs of all analysis shall be included within the contractor base bid and in the event any retesting is required it shall be at no additional costs to the Owner. The results of each analysis shall be submitted to the Engineer to observed raw quality meets those anticipated during the design process. In the event that all parameters are meet the information will be provided to SCHDEC in conjunction with a request to place the system into operation. ***In the event that all parameters are not meet, the project scope for system treatment shall be modified as necessary and submitted to SCHDEC for approval.***
- B. The Sample Collected (Raw Water) shall be tested for all those detailed within SCDHEC "Drinking Water Quality Sampling of New Public Supply Wells" dated January 2004 based on R.61-58, September 2003 version. In additional to pH, temperate and free chlorine tests collected at the wellhead during collection of the raw water samples (See attached information below for SCDHEC requirements.)

20 ADDITIONAL PERMITS (IF ANY)

In the event an additional permits are required related to the groundwater production well for installation, temporary water discharge, or other items as deemed necessary by the Engineer shall be the responsibility of the contractor at no additional cost to the Owner.

3.20 MEASUREMENT AND PAYMENT

The basis of award will be lump sum with estimated material types and lengths for groundwater well construction as detail on construction plans. The final payment will be based on installed material types and lengths detailed on the bid form (00 41 00) and will not be made until the well is properly developed.

END OF SECTION

SECTION 33 21 13

PUBLIC GROUNDWATER PRODUCTION WELL FOR DRINKING WATER USE

PART 1 – GENERAL

1.01 WORK REQUIRED BY THIS SECTION

- A. Summary of Work: These specifications cover pilot hole drilling, the construction and testing of one groundwater production well for drinking water use located in the Clarendon County area of South Carolina. This work is directed at constructing a high yielding test well to be converted to groundwater production well to provide the Owner a water supply expected to be approximately 750 gallons per minute.
- B. Well Design and Construction Sequences: The work described in the Technical Specifications will be undertaken in the following steps:
1. Drill a pilot hole to a depth of approximately 780 feet or the necessary depth to yield desired raw groundwater production rate as determined by a certified well driller.
 2. Log the pilot hole with geophysical equipment.
 3. Perform sieve analysis on aquifer sand samples.
 4. Select screen intervals for test well / groundwater production well.
 5. Drill and install a single cased test well / groundwater production well.
 6. Develop and test pump the test well / groundwater production well.
 7. Conduct a television survey of the completed test well to confirm construction details.
 8. Convert test well to a groundwater production well.
- C. Scope of Work: The work to be done hereunder includes the furnishing of all labor, equipment, materials and appurtenances, unless hereinafter specifically exempted, necessary for the complete and satisfactory construction, development, disinfection and testing of the proposed Production well described under the following paragraphs.

1.02 RELATED SECTIONS

- 02 31 13.2 – Historical Groundwater Well Records
- 33 21 13.13 – Lined Shaft Vertical Turbine Well Pump.
- 33 11 00 – Water Distributions
- 40 23 00 – Process (Plant) Piping
- 40 33 00 – Process (Plant) Valves

1.03 DESIGN REQUIREMENTS

- A. The well casing and screen shall be of the size and length indicated in the Well Schedule.
- B. The well shall be constructed in conformance with AWWA A100 standards.

1.04 SITE LOCATIONS AND LAYOUTS

- A. Location: The work to be done hereunder is in the Manning area, South Carolina. The well location is detailed within the construction plans.
- B. Well and Site Designations: To provide continuity, the well will be called Davis Station Groundwater Well.

1.05 SITE CONDITIONS

- A. Surface Conditions: The site for the proposed work is a flat / open area and generally open or unrestricted in respect to working and storage areas. Below ground mud pits will be utilized to drill this well. All drill cuttings, drilling fluids and initial development water generated will be disposed of, off-site, in an approved manner by SCDHEC. The Contractor shall inspect the site and make all necessary arrangements for physical access to and from the work area.
- B. Contractor's Responsibility: The Contractor shall satisfy himself regarding all local conditions affecting his work by making personal investigations and using his own knowledge and experience in the area and of well construction and testing practices.

1.06 DEFINITION OF TERMS AND REFERENCES

- A. Definition of Terms: Unless otherwise specifically redefined, the following definitions will prevail in the specifications:
 - 1. Department of Terms: The term "Owner" refers to Clarendon County Water and Sewer Department and also includes anyone acting for the Owner under due authority.
 - 2. Work: The term "Work" shall include, unless otherwise specified, all labor, materials, structural accessories, machinery, equipment, tools, services, facilities, and transportation required by the drawings and specifications for the completion of the items listed herein. Any work not expressly set forth, but which is inferable from these specifications shall be furnished or executed as though specifically mentioned.
 - 3. Contractor: The term "Contractor" refers to anyone having a direct contract with the Owner for the furnishing of materials and/or for the construction and/or for the installation of the work, the subcontractor is referred to as "Contractor" and becomes obligated to the General Contract to the same degree that the General Contractor is obligated to the Owner.
 - 4. Engineer: The term "Engineer" shall include refers to Alliance Consulting Engineers, Inc. and also includes anyone acting for the Engineer's under due authority.

- B. Datum for Measurement: All measurements indicated in these specifications are from the surface of the ground at the site. Actual depths used during the proposed work will be dependent upon information obtained from drilling. All measurements made in the field during drilling and testing shall be made from a well-defined reference point. A complete description of this reference point (or sampling point) shall be included on all submittals provided by the Contractor. The elevation of each reference point used shall be specified with respect to the ground surface and some permanent benchmark established by the Owner's representative at each site. All depth measurements shall be within +/- .1 feet except water level measurements, which shall be +/- .01 feet.

1.07 REGULATIONS AND PROTECTION

- A. Permits, Inspection and Tests: Contractor shall apply to the State of South Carolina for a drilling permit. Copies of the drilling permit and the well completion report will be submitted to the Owner's representative. Contractor will be responsible for **ALL Local and State** drilling permits. The Contractor will assist Engineer and Owner in obtaining a step two construction permit and operation permit from SCDHEC. All specifications and reports will be signed and sealed by a professional engineer licensed in the State of South Carolina employed by the Contractor.
- B. Conformance with General Specifications: The work will be undertaken in accordance with AWWA (American Water Work Association) Standard for Water Wells A-100, except as noted herein.

1.08 SUBMITTALS

- A. Driller's Report: During construction, the Contractor shall maintain a daily report of all activities pertinent to the work. Inspection of the reports shall be granted upon request to the Owner by his representative at the well site. The report shall give a complete description of all formations encountered, number of feet drilled, number of hours on the job, shutdowns due to breakdown, materials used, water levels measured, weather conditions and other such pertinent data as may be requested by the Owner or his representative.
- B. Driller's Log: During the drilling of the pilot hole and construction of the production well, the Contractor shall prepare and keep a complete log each, setting for the following:
1. The reference point for all depth measurements.
 2. The depth at which each change of lithology occurs.
 3. The thickness of each stratum.
 4. The complete identification of the material of which each stratum is composed.
 5. A complete description of all materials including pipe, screen, couplings, reducers, blanks and bottom plates used in construction.
 6. The depth, thickness, locations and types of all well gravel used during construction.
 7. The depth, thickness, locations and types of all grout used during construction.

All driller's reports and logs shall be submitted to the Engineer and Owner's representative within 30 days for the completion of the work.

- C. Sieve Analysis: Copies of sieve analysis from the pilot hole drilled shall be submitted to the Owner for approval.
- D. Administrative Data: Information pertaining to the Contractor's test pumping and equipment will be provided to the Owner on appropriate forms including data obtained during pumping tests and other testing activities.
- E. Shop Drawings: Prior to the installation of any casing or screen, the Contractor shall submit to the Owner a detailed cross section of each well. The drawing shall indicate exact lengths, diameters, slot sizes, depths and other dimensions of the casing, screen, adapters, riser pipe, grout and all other appurtenances pertaining to the well.
- F. Geophysical Logs: Geophysical logging will be done by the Contractor. The Contractor will provide the Owner 24 hour notice concerning the requirements for logging. Geophysical logging will be required upon completion of drilling the pilot hole for the production well.
- G. **Mill Markings: All steel pipe, casing, and screen used in construction shall bear mill markings that will readily identify it. All material used shall meet the requirements of the "Reduction of Lead in Drinking Water Act of 2011" amendments to the Safe Drinking Water Act (SDWA) Section 1417 which went into effect on January 4, 2014.**
- H. Sampling Coordination: The Contractor shall contact the Owner 48 hours prior to collecting water samples. The Contractor is responsible for notifying interested State Agencies one week prior to the long-term test so that they can be prepared to collect samples during pumping tests. The Contractor will also cooperate and assist in the sampling effort.
- I. Water Samples and Analysis: The Contractor shall furnish the following water analysis of samples collected during the 24 hour pumping test. The price of this testing is including in the lump sum amount.
 - 1. **Water samples will be obtained and analyzed near the end of the 24 hour pump testing of the production well. Parameters to be tested for will be per attached Appendix "A" and will meet the requirements in accordance with the current State Primary Drinking Water Regulations [R.61-58.5].**
 - 2. **All sample analysis shall be performed by a certified laboratory having all State and/or Federal approvals necessary under the Safe Drinking Water Act for the constituents requested. A laboratory representative shall collect all samples. The chlorine residual will be determined by the Contractor in the field at the time the bacteria samples are collected using an approved field test kit capable of detecting chlorine residual to .1 mg/l.**

1.09 SITE RELATIONS AND CONDITIONS

- A. Time and Notice of All Work and Tests: The Contractor shall notify the Owner 48 hours prior to all work and tests called for in these specifications, including the start of drilling and the start of pumping tests.

- B. Cleaning Up: Contractor will be required to fully clean his entire working area. Any damage done to pavement, curbs, lawns, plantings, etc. by the Contractor, shall be corrected at the Contractor's expense. Clean up and repairs will only be considered acceptable if approved by the Owner's representative.
- C. Competent Workmen: The Contractor shall employ only competent workmen for the execution of this work and all such work shall be performed under the direct supervision of an experienced and licensed Master Well Driller (State of North Carolina) satisfactory to the Owner's representative.

1.10 WARRANTY

- A. The well shall be constructed and developed to deliver ground water having turbidity less than 5 NTU and sand content less than 5 milligrams per liter.
- B. The public groundwater production well shall be free from defects (workmanship, material and equipment furnished and installed) for a period of (1) year from the date of Substantial Completion.

1.11 QUALIFICATIONS

- A. The well driller shall be licensed by the State of South Carolina and shall demonstrate experience constructing not less than twenty wells of the size and depth of that specified for this project.

PART 2 – PRODUCTS

2.01 MATERIALS AND EQUIPMENT

- A. General Statement: All materials and equipment furnished as part of the work required herein shall be new and of acceptable quality and free from defects or imperfections that could affect the serviceability of the completed well.

2.02 DRILLING FLUID

- A. Water Source: Only potable water from a source approved by the Owner will be used during construction. Arrangements can be made with the Owner to secure a source of water from the Owner's distribution system.
- B. Approval of Drilling Fluid: The drilling fluids program shall be agreed to by the Contractor, Owner, and Engineer prior to use. Selection and use of the drilling fluid materials shall be a part of this agreement. The Contractor shall be responsible for maintaining the quality of the drilling fluid to assure:
1. The protection of water bearing and potential water bearing formations exposed in the borehole.
 2. That good representative samples of the formation materials and obtained.
 3. That water is free of bacteria and other contaminants is obtained from the finished well.
 4. **All additives or fluids meet AWWA Standards for Public Drinking Wells.**
- C. The choice of the drilling fluid, its properties and control shall be the responsibility of the Contractor. Drilling fluid shall be approved by the South Carolina Department of Health and Environmental Control prior to its use. The Contractor shall have equipment for measuring fluid properties available at the site and shall maintain a drilling fluid log which shall include, but not be limited to, time, date, depth and drilling fluid additives used.

2.03 WELL CASINGS

- A. All well casings of this diameter shall be new. It shall be made of non-galvanized, plain end steel, which conforms to ASTM Class A-53 schedule 20 pipe meeting and AWWA A-100. **All welded joints will meet current API requirements. All material used shall meet the requirements of the "Reduction of Lead in Drinking Water Act of 2011" amendments to the Safe Drinking Water Act (SDWA) Section 1417 which went into effect on January 4, 2014.**
- B. The Various Diameters and depths are anticipated as following:
1. 24" Diameter. – 92 linear feet (from ≈137 MSL to ≈45 MSL) – Outer Casing
 2. 18" Diameter. – 312 linear feet (from ≈137 MSL to ≈ -175 MSL)

2.04 WELL SCREENS AND BLANK SECTIONS

- A. Production Well Screen Dimensions and Construction Details: The contractor shall furnish and install a new, continuous slot, wire wound screen (U.S. Filter Johnson Screens. or equivalent). The screen shall be constructed of wound wire, reinforced by longitudinal bars. The bars shall have a cross section that will form an opening between each adjacent coil or wire that is shaped in such a manner as to increase in size inward. The wire shall be firmly attached to the bars which in turn, will be attached to a coupling adapter. All screens shall be designed to have an entrance velocity not to exceed six (6) feet per minute at design capacity of the well (750 GPM). All well screens and blanks will be made of 304 stainless steel and designed for a well depth of approximately 770 feet deep.
- B. The top of screen shall be located below the maximum drawdown level in the well. The selected slot size shall limit the maximum velocity of the water entering the screen to 0.1 foot per second or less and be sized to meet the gradation of the filter pack within the screened zone. The screen shall be of adequate strength to resist the forces to which it will be subjected to after construction and to minimize the likelihood of damage during construction. The screen shall have the following dimensions:
1. Inside Diameter - 10 inches
 2. Outside Diameter - 10.75 inches
 3. Slot Size - to be determined from the sieve analysis of the test/ observation well.
- C. Production Well Blank Sections: A 10-foot-long sump or cellar with the same dimensions as the well screen and shall be attached to the bottom of deepest set screen section. Tight wound well screen may be used in place of pipe as cellar or blank sections between well screens.
- D. Joints connecting screen sections shall be of the same material as the screen or butt welded by an approved welding process. All fittings shall be constructed of the same material as well screen.

2.05 FITTINGS AND ACCESSORIES

- A. Couplings: All couplings between sections of pipe and between pipe and screen shall provide a strong sand and watertight seal. The materials of the coupling shall be compatible with the joined pieces to minimize corrosion.
- B. End Plates: The bottom of the well screens shall be fitted with sand tight end plates made of the same material as the well screens to prevent electrolysis and corrosion.
- C. Temporary Well Cap: Shall be welded, tight threaded or otherwise fastened to be "vandal proof".
- D. Centralizers: Centralizers shall be installed on the well screen and the riser pipe at 40 -

foot intervals from the bottom of the well screen to the top of the riser pipe, in the production well.

- E. PACKER FITTING: The packer fitting shall be constructed of type 304 stainless steel with a neoprene rubber tri-seal heat bonded to the fitting. Neoprene shall be of standard hardness, 70 durometers.

2.06 GRAVEL PACK

- A. General: Gravel pack material shall be sized on the basis of the sieve analyses of the strata of the water bearing formation and shall consist of acid resistant, well-rounded, washed, graded silica gravel as detailed below. Filter pack material shall be disinfected immediately prior to placement in the well.
- B. Type of Material: The filter gravel in the production well shall consist of material that is composed of sound, durable, subrounded to rounded rock and mineral fragments. The particles shall consist mainly of quartz and/or quartzite and shall contain no limestone or other calcareous material, such as shell fragments and no organic material, such as wood fragments or lignite. The gravel shall be purchased from a commercial supplier who shall certify that the material is suitable for use in potable water wells. Gravel shall be supplied by the Southern Products or approved equal.
- C. Size of Material: The gravel pack material shall be graded and sized to be suitable and compatible with the formation present and screen slot size(s) selected. The material shall meet industry standards for sorting and size distribution within the stated range. The uniformity coefficient of the gravel shall be no greater than 1.7. A current sieve analysis and sample of the gravel, proposed for use in the production well, will be submitted to the SCDHEC for approval prior to its delivery and use.
- D. Storage of Materials: The gravel pack material shall be delivered to the site in bags or in bulk. It shall be placed on 6 mil. plastic sheeting at a raised location so as not to be subjected to any type of surface run-off. The material shall be kept clean and dry at all times.

2.07 GROUT

- A. Cement Grout: Neat cement grout in the production well consisting of a mixture of Portland cement ASTM C-150 Type 2 or Type 3, and water with not more than 7 gallons of clean water per 94-pound bag of cement shall be used. The well casing shall be surrounded by a minimum of 3 inches of grout and the grout shall be introduced to the annular space using a 2-inch tremie pipe. If premixed cement is purchased, a certificate of composition must be presented to the SCDHEC upon delivery. **The department (SCDHEC) will be notified a minimum of 3 days (72 Hours) prior to the commencement of grouting the well.**
- B. Grouting materials: All wells shall be grouted with a minimum of sand-cement, bentonite-cement mixture or neat cement. The sand-cement or neat cement mixture shall be composed of not more than two (2) parts by weight of sand to one (1) part of cement with not more than seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement. The bentonite-cement mixture shall be composed of three (3) to five (5) pounds of bentonite mixed with seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement.

2.08 DEVELOPMENT AIDS

- A. Chemicals and Other Development Aids: Materials used to improve the efficiency of the well and assist in its development may be permitted subject to the approval of the Department and will meet AWWA Standards for Public Drinking Wells.

PART 3 - EXECUTION

3.01 SITE PREPARATION AND SET UP

- A. Construction Scheduling: The Contractor shall be prepared to complete all of the work on a continuous basis and in an expeditious manner. When setting casing and screen, it is expected that these operations will be undertaken using crews around the clock.
- B. Fences: All mud pits shall be enclosed at all times by a temporary fence supplied by the Contractor.
- C. Erosion and Sedimentation Controls: All required erosion and sedimentation controls, as required by the "Standard Specifications", shall be in place prior to the start of drilling.

3.02 PILOT HOLE DRILLING

- A. Description of Pilot Hole Drilling: A pilot hole for formation sampling and geophysical logging shall be drilled from ground surface to a depth of 770 feet. The sediments penetrated shall be sampled as specified herein.
- B. Method of Drilling: The pilot hole shall be drilled using the hydraulic mud rotary method. The contractor shall be responsible for determining the means and methods of the drilling operation to deliver a completed well suitable for the purposed intended. The drilling fluid shall be maintained at such weight and viscosity to carry the cuttings out of the hole and to prevent caving within the drilled hole.
- C. Drilling fluid shall contain no dangerous materials, shall be disinfected and shall meet the drinking water standards established in AWWA A100. All drilling fluid additives shall comply with recognized industry standards and practices for the construction of drinking water wells and shall be applied and used as prescribed by the manufacturer. Only potable water shall be used in the preparation of any drilling fluid.
- D. The contractor may install a temporary casing to aid in protecting the borehole integrity. Temporary casing shall be withdrawn from the borehole during the placement of filter pack material and well casing grouting operations.
- E. Use of Starter Casing: If deemed necessary by the Contractor, a large diameter length of surface casing may be used to prevent caving during construction. The use of an outer casing shall in no way infringe upon the required grouting of the well or obtaining a proper seal. Any other casing used will be left in place and shall be included in the base bid price.
- F. Pilot Hole Sediment Sampling: During the drilling of the pilot hole, sediment samples shall be collected as follows:
 - 1. Method of Collection: The Contractor shall obtain return flow samples by removing from the circulating drilling fluid a representative sample of the formation by either collecting the samples in a cutting sample box, sediment shaker, a baffle in a ditch or catching them in a bucket and allowing the sample to settle out. Provisions shall be made to determine the exact depth of the formation from which the cuttings are derived.
 - 2. Collecting of Interval: Formation samples shall be collected at 10-foot intervals starting at ground surface, and at any pronounced change of formation. Beginning at a depth of 350 feet, samples shall be collected at 5-foot intervals and at any pronounced change or formation. Special care shall be used when collecting samples from the aquifer.

3. Number of Samples: One representative sample shall be obtained from each sampling interval above 250 feet. At least two representative samples shall be obtained from each sampling interval below 350 feet.
4. Making Samples: Immediately after retrieval, formation samples shall be placed in suitable containers, securely closed to avoid spillage and contamination and clearly labeled in a permanent manner with at least the following information:
 - a. Location of the well.
 - b. Name or number of the well.
 - c. Depth of interval represented by the sample.
 - d. Date taken.
5. Delivery of Samples: One set of samples collected from the aquifer and selected in conjunction with the Owner's Representative shall be delivered to qualified testing facility approved by SCDHEC so that sieve analysis can be performed for tentative selection of the production well screen. The remaining samples shall be safely stored until they are accepted by the owner.
6. Geophysical Logging of Pilot Hole: The contractor shall have the pilot hole prepared for geophysical survey equipment. He will properly abandon any hole containing lost geophysical tools and will redrill to the designated depth and diameter at no additional cost to the Owner for abandonment or redrilling.
7. Any and all cost associated with material testing including cutting/soil samples testing and water sample testing during the construction, development, SCDHEC approval process until Owner final approval and acceptance of the groundwater production well shall be bore by the Contractor at no additional cost to the owner for retesting, if necessary.

3.03 WELL LOG

- A. A driller's log shall be completed for each well and shall include a depth reference point, the depth of each formation change, a description of each formation including color, mineralogy, rock type, grain size, and any other observations which may have a bearing on the final construction of the well. The driller's log shall also include the location of lost tools, drilling fluid loss, casing depth and description, amount of filter pack used, screen sizes and lengths, and the amount of grout used.
- B. A sieve analysis of aquifer material samples shall be performed to determine filter pack gradation requirements. Samples shall be taken from the aquifer at sufficient intervals to identify the potential range of material gradations that need to be considered in the filter pack selection.
- C. The Contractor shall submit three (3) copies of the driller's log and sieve analyses within two (2) weeks of completing well installation to Owner and Engineer for review. The contractor shall submit two (2) copies of the driller's log and sieve analyses to the SCDHEC.

3.04 WELL CASING AND SCREEN INSTALLATION

- A. Casing sections shall be connected through threaded couplings and shall be watertight throughout its length. Guides shall be attached at approximately 20-foot intervals to the casing and well screen to approximately center the casing and screen in the borehole.
- B. The screen shall be placed in the casing and sealed at the top with a packer fitting. Stainless steel guides shall be provided at approximately 20-foot intervals to center the screen in the borehole.
- C. Prior to grouting operations, potable water shall be circulated in the annular space between the casing and bore hole to clear obstructions.
- D. The well casing shall be lowered into the bore hole per SCDHEC regulations by the certified well driller.

3.05 FILTER PACK INSTALLATION

- A. The filter pack material shall be delivered to the site in sealed bags. The Contractor shall be responsible for protection of the material. Filter pack material in damaged bags shall not be placed in the well. The contractor shall disinfect the filter pack material immediately prior to its placement in the well. One or more tremie pipes shall be used to place the filter pack material in the well. The tremie pipes shall remain in the well to allow placement of additional filter pack material during development. The filter pack thickness shall be a minimum of six (6) inches around the screen perimeter. The filter pack shall be 2.5 times the casing diameter placed below the bottom of the screen and above the top of the screen.
- B. The placement of the gravel pack in the annular space in the borehole shall not allow aquifers to mix. The certified well driller shall make any and all efforts to avoid the mixing of aquifers.
- C. Selection of artificial filter grain size and screen aperture size: When an artificial filter is necessary, the filter grain size shall be determined from sieve analysis of the formation to be screened. The screen aperture shall be of such size as to retain between eighty-five (85) and one hundred (100) percent of the filter material. The drill hole diameter shall be carefully controlled so that the thickness of the filter medium ranges from a minimum of three (3) inches to a maximum of eight (8) inches.
- D. Method of installation of filter material: The filter material shall be placed with a disinfected fluid. For wells less than fifty (50) feet in depth with a short screen (5 to 10 feet), the filter material may be gravity fed from the surface if the annular space is at least six inches. For wells deeper than fifty (50) feet, a tremie pipe shall be required.

3.06 GROUTING

- A. The annular space between borehole and the casing shall be sealed by forcing grout from the top of filter pack toward the surface. The filter pack surface shall be protected from grout entry into the filter pack. The grout shall be placed with a tremie pipe. The grout shall be continuously placed until grouted to the surface.
- B. Grouting materials: All wells shall be grouted with a minimum of sand-cement, bentonite-cement mixture or neat cement. The sand-cement or neat cement mixture shall be composed of not more than two (2) parts by weight of sand to one (1) part of cement with not more than seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of

cement. The bentonite-cement mixture shall be composed of three (3) to five (5) pounds of bentonite mixed with seven (7) gallons of clean water per bag (one cubic foot or 94 pounds) of cement.

- C. A 6 foot square by 4 inch thick concrete pad shall be centered on the well casing and the top sloped to direct water away from the well known as the sanitary seal. The sanitary seal shall not be installed until after the well has fully been disinfected in accordance with section 3.13 below.
- D. No work shall be performed on the well until the grout has cured sufficiently to achieve at least 70 percent of its strength.
- E. Method of installation of grout: Grout material shall be placed by tremie pipe, either by pouring or forced injection, after water or other drilling fluid has been circulated in the annular space sufficiently to clear all obstructions. There shall be a minimum annular space of three (3) inches for gravity feed between the outside surface of the casing and the formation. The minimum size tremie pipe shall be two (2) inches inside diameter for gravity feed. When placing the grouting material, the tremie pipe shall be lowered to the bottom of the zone to be grouted and raised slowly as the grout material is introduced. The tremie pipe shall be kept full continuously from start to finish of the grouting procedure, with the discharge end of the tremie pipe being continuously submerged in the grout until the zone to be grouted is completely filled.

3.07 PLUMBNESS AND ALIGNMENT

- A. The completed well shall be sufficiently plumb and straight to avoid interference with the installation, alignment, operation, or future removal of the permanent well pump. Alignment and plumbness tests shall be conducted by the Contractor. Failure to meet alignment and plumbness requirements shall be reason to refuse acceptance of well construction.
- B. Plumbness shall be considered satisfactory if the well does not vary from the vertical in excess of two-thirds of the inside diameter of the well casing per 100 feet of depth.
- C. Alignment shall be considered satisfactory if a section of pipe 40 feet long of the same diameter as the well pump and motor assembly can be lowered to within five feet of the top of the well screen. The outside diameter of the test pipe shall not be more than ½ inch smaller than the inside diameter of the casing being tested.

3.08 WELL DEVELOPMENT

- A. The well shall be developed by application of sufficient energy to disturb the natural formation, free the drilling fluid skin and allow fine solids to be drawn through the well screen. Polyphosphate dispersing agents may be used at the Contractor's discretion.
- B. The well contents shall be agitated and pumped to waste in an effort to remove the solids drawn into the well. The well development work shall be started slowly and increased in vigor as the well is developed.
- C. Development shall proceed until no fines are produced by agitation and the well is capable of producing water meeting the turbidity and sand content requirements at a pumping rate at least 125 percent of the well design capacity.
- D. The Contractor shall provide means for disposal of the water pumped during development.
- E. During the development process the turbidity shall not exceed 5 NTU unless due to natural hardness conditions. In addition, the sand content shall exceed 5 milligrams per liter (mg/L)

or 20 milligrams per gallon (mg/g). This both shall be confirmed by the certified well driller during development and then afterwards during the raw groundwater testing.

3.09 STEP TEST

- A. After development is completed, a pump capable of delivering the rate given in the Well Schedule shall be installed in the well. The Contractor shall provide the pump, a variable frequency controller, a portable generator, temporary discharge piping, flow meter and water level measuring instruments. The Contractor shall provide personnel to operate the pump, take water level measurements, record pump flow rates, collect water quality samples, and record information collected during the pump tests.
- B. The pumping well water levels shall be measured with an electric tape. The pumping unit shall be complete with an ample power source, controls, fuel and appurtenances and shall be capable of operating without interruption for the duration of the test. Temporary power provisions shall comply with NEC requirements.
- C. Prior to starting the pump, water level measurements shall be collected at least hourly for a minimum of four (4) hours; measurements shall be recorded on the same note sheets to be used during the pumping test. The well shall be "step" tested at four (4) different rates corresponding to 50%, 75%, 100% and 125% of the test pumping rate given in the Well Schedule.
- D. The pump discharge flow rate shall be measured with a magnetic flow meter having accuracy within 2 percent of actual flow rate. The pump flow rate shall be controlled using a variable frequency drive.
- E. Water shall be discharged at least 200 feet from the pumped well in a manner that enables the water to flow away from the pumped well while not causing any adverse impacts to adjoining property.

3.10 CONSTANT RATE TEST

- A. The Contractor shall perform a 24-hour duration aquifer test at a constant rate equal to the estimated well yield determined from the step test results.
- B. The pump used during the test shall be equipped with sufficient discharge column so that the top of bowl is more than five feet below the maximum drawdown level. The pump to be used shall be capable of discharging at a rate equivalent to the well capacity. The rate of discharge shall be controlled by means of a variable frequency drive. The rate of discharge shall be measured by a magnetic flow meter with a confirmed accuracy. The Contractor shall be required to furnish and install the necessary discharge piping.
- C. Water levels in the pumped well, test well, and monitor well shall be measured by electric tape to the nearest $\frac{1}{4}$ inch. Level measurements shall be at 5-minute intervals for the first 100 minutes, at 15-minute intervals for the next 200 minutes and at 60-minute intervals thereafter until the end of the test. In addition, discharge flow rates or pumping rates shall be recording in the same time intervals as detailed in SCDHEC R.61-58.2.B(12).
- D. Water levels will also be measured after the well pump is stopped. Level measures will be every 5 minutes for the first 100 minutes and every 15 minutes for the next 200 minutes.
- E. A sample tap shall be provided from which water samples will be taken during test pumping. Should the chemical analysis of the water indicate unacceptable levels of sand or turbidity that can be associated with improper well development, the Contractor shall develop the well further to bring these constituents to acceptable levels. The production well will not be accepted, and payment will not be made until the Contractor has explored

all practical efforts to remedy the above conditions.

- F. Water shall be discharged at least 200 feet from the pumped well in a manner that enables the water to flow away from the pumped well while not causing any adverse impacts to adjoining property. ***The contractor shall make all necessary precautions to protect from discharging flora and fauna off-site including filters devices such as sediment socks.*** A written plan shall be approved by the Owner and Engineer at least 48 hours before beginning of pump activities.
- G. The Contractor shall maintain accurate records during the pump test and furnish copies of all records to the Engineer upon completion of the test. Records of measurements shall include the date of the test, the clock time, elapsed pumping time of each measurement, the depth to water below the measuring point, the pumping rate at the time of measurement, and any pertinent comments or conditions that may affect the measurements.
- H. Two (2) copies of the results of the constant rate tests shall be provided to SCDHEC prior to final construction of the well pumping system. The test results shall include the following at a minimum: start time of test, method of measurement (specified above), pump rate and water level during the 24-hour test, water level up to 24 hours after test (specified above), and name of credited well driller conducting the test.

3.11 ABORTED TESTS

Failure of pump operation during the aquifer test for a period greater than one percent (1 %) of the elapsed pumping time shall require termination of the test until the water level in the pumped well has recovered to its original level and at least 24 hours' time shall be allowed to elapse prior to beginning another test. Any and all restarted or retests shall be conducted for a minimum of 24 hour time period as detailed in SCDHEC R.61-58.2.B(12)(b).

3.12 ANALYSIS OF STEP AND CONSTANT RATE TEST DATA

The Contractor shall forward the test data obtained in the step and constant rate aquifer tests to an independent geophysical consulting firm, approved by the Owner, for evaluation and analysis. The evaluation shall identify the safe yield of the well, the projected drawdown at the proposed pumping rate and the recommended pump setting. A written report shall be prepared and submitted to the Owner for review. Additional information is included in subsection 3.18 below.

3.13 WELL DISINFECTION

- A. The gravel pack material shall be chlorinated immediately before installation to avoid contamination of the water supply.
- B. Commercial strength sodium hypochlorite meeting NSF requirements shall be used as the disinfectant and shall be delivered to the work site in the original sealed containers with labels indicating the percentage of available chlorine. The disinfectant shall be recently purchased and shall be stored in a cool place.
- C. Disinfection shall be by the Displacement Method. The quantity of chlorine used for disinfection shall be sufficient to produce a minimum of 50 milligrams per liter of available chlorine in solution when mixed with the total volume of water in the well. The Contractor shall provide a reliable means of insuring that the disinfecting agent is uniformly applied throughout the entire water column in the well without relying on subsequent mechanical or surging action for dispersing the disinfectant. All accessible portions of the well above the water level shall be maintained in a damp condition with water containing the required

concentration of disinfecting agent for a period of not less than 20 minutes. The disinfecting agent shall be left in the well for a period of at least 12 hours. After the contact period, the well shall be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be selected to minimize potential damage to aquatic life or vegetation. A dechlorinating agent shall be introduced to the water to reduce the chlorine residual to an undetectable concentration prior to reaching the discharge point.

- D. Sampling - Bacteriological, Unit 37 and radiological samples shall be collected by the Contractor for analysis by the SCDHEC Laboratory and/or approved private laboratories. At a minimum two (2) samples shall be taken 24 hours apart to SCDHEC requirements in R.61-58.2(B)(14). If the results of the bacteriological sampling are unsafe, the well disinfection shall be repeated by the Contractor, until safe test results are obtained.
- E. Scheduling disinfection - The well shall be disinfected at the following times during construction process:
 - 1. The well shall be disinfected as soon as construction of the well and cleaning procedures have been completed. All oil, grease, soil, and other materials which could harbor and protect bacteria from disinfectants shall be removed from the well. Unless prior approval is obtained for employing chemicals or unusual cleaning methods, the cleaning operation shall be carried out by pumping and swabbing only.
 - 2. The well shall be disinfected after completion of the performance testing and sampling. The well shall be capped with sanitary seal in accordance R.61-58.2(B)(6)(d) and shall be protected from vandalism until the permanent pump is installed.
 - 3. The well shall be disinfected after installation of the thoroughly scrubbed and cleaned permanent pump.
- F. Disinfectants - Chlorine disinfectant shall be delivered to the site of the work in original closed containers bearing the original label indicating the percentage of available chlorine. The disinfectant shall be recently purchased (chlorine compounds in dry form shall not be stored for more than one (1) year and storage of liquid compounds shall not exceed 60 days). During storage, disinfectants shall not be exposed to the atmosphere or to direct sunlight. The quantity of chlorine compounds used for disinfection shall be sufficient to produce a minimum of fifty (50) milligrams per liter available chlorine in solution when mixed with the total volume of water in the well.
- G. Disinfection procedure - For each disinfection, a reliable means shall be provided for ensuring that the disinfecting agent is uniformly applied throughout the entire depth of the well including the casing, pipes and wiring above the water level. The disinfection shall be in accordance with current AWWA Standards for Disinfection of Wells.
- H. After the contact period, the well shall be pumped to clear it of the disinfecting agent. The disposal point for the purged water shall be selected so as to avoid damage to aquatic life or vegetation. The discharge point shall be confirmed with the Engineer and Owner prior to the disinfection process.

3.14 WATER SAMPLES AND ANALYSES

- A. All samples shall be appropriately identified by the well identification number assigned by the Department, date, and time and shall include the name of the sample collector, contractor and owner. The samples shall be analyzed by a certified laboratory. Test results shall be provided to the Department prior to the construction of the pumping and

treatment facilities (if applicable) or with the engineer's certification letter if the project is permitted in one step.

1. Bacteriological analysis - Prior to sampling, the well shall be pumped until the chlorine residual is non-detectable. Two consecutive samples of water shall be collected at least twenty-four (24) hours apart and be analyzed for total coliform bacteria. The results of both samples must show the absence of total coliform bacteria using membrane filter methodology. The measured chlorine residual and non-coliform growth must also be reported. If the non-coliform growth is greater than eighty (80) colonies per one hundred (100) milliliters, the sample result will be deemed invalid and must be repeated. All samples must be analyzed by a laboratory certified by the Department. The Department may request that heterotrophic plate count analyses be conducted on a case-by-case basis where construction, development, or disinfection problems are suspected.
2. Chemical and radiological analysis - Representative clear samples shall be properly collected and preserved and shall be analyzed by a certified laboratory. The sample shall be analyzed for all contaminants listed in R.61-58.5 and all other parameters needed to determine the aggressiveness of the water to include, pH, total alkalinity, calcium, hardness, total dissolved solids, temperature, and shall be delivered to the laboratory no more than thirty (30) hours after its collection. The pH and temperature measurements shall be made in the field using certified methodology.
3. Special monitoring for direct surface water influence - For those wells meeting the requirements of R.61-58.2(B)(3)(c), and for any other well deemed necessary by the Department because of location, depth, testing analysis, or other pertinent information, the following special monitoring must be conducted:
 - a. Quarterly analyses, for a period of one (1) year of the untreated well water for total and fecal coliform bacteria;
 - b. Analyses for pH, turbidity, temperature, and conductivity before and after two or more heavy rainfall events (at least 2 inch over a 24 hour period);
 - c. Where the above analysis indicates a possible problem, microscopic particulate analysis must be conducted.
 - d. If these analyses indicate that the well is under direct surface water influence, treatment must be added and monitoring conducted in accordance with R.61-58.10 or the well must be abandoned in accordance with R.61-58.2(B)(15).

3.15 DISPOSAL OF DRILLING WASTE

The Contractor shall remove the well drilling waste (fluid and cuttings) from the site.

3.16 WELL CAPPING

The well shall be capped with a watertight, lockable cap capable of preventing unauthorized entry to the well.

3.17 WELL ABANDONMENT

- A. If a well must be abandoned for any reason, the casing shall be removed as much as practical, and the bore hole shall be filled with neat sand-cement grout by certified well driller. The sealing material (neat sand-cement grout) shall be feed from bottom upper using tremie to guide placement.
- B. For SCDHEC Type II/III groundwater well the sealing material (neat sand-cement grout)

shall be placed at no less than 50 feet below existing ground surface except the upper most 5 feet.

- C. If the well is abandoned due to actions of the Contractor, no compensation will be made. If the Engineer or the Owner orders abandonment, the materials used and man-hours expended for proper plugging shall be measured as Miscellaneous Materials and Miscellaneous Labor and the measurement statements under those items shall apply.
- D. In the event a well must be abandoned; its location must be recorded on the site plans in conjunction with its latitude and longitude. Those records must be provided to the Owner, Engineer, and SCDHEC.

3.18 PRODUCTION WELL CONSTRUCTION

- A. Method of Drilling: Drilling for the production well shall be undertaken using the hydraulic mud rotary method for the pilot hole and reaming the pilot hole to accept the outer casing. The drilling fluid shall be maintained at such weight and viscosity to carry the cuttings out of the hole and to prevent caving within the drilled hole. The mud, reverse rotary or air reverse rotary drilling method will be utilized to ream the formation area to accept the well screen and gravel pack.
- B. Once the outer casing is set and grouted in place, the Contractor will pump the drilling fluid out of the mud pits completely and flush out the outer casing with clear water, from the bottom up, until all the drilling mud is removed from the casing.
- C. Selection of Screen Dimensions: Screen slot size, configuration, setting and gravel pack size will be selected by the Contractor and approved by the owner's representative based on all previous work and the intent of these specifications. The Contractor shall check the driller's logs, geophysical logs, and sieve analysis to reach a final decision concerning screen slot size and placement.
- D. Drilling to Set Screen and Casing: The drilled hole for the outer casing will as detail in construction plans. Once the outer casing has been installed and grouted in place, the drilled hole for the inter casing and screen area will begin.
- E. Installation of Casing and Screen: The screen and riser pipe will be installed in the drilled hole through the inter casing and then gravel packed. The gravel pack will be brought to a point of the first confining layer above the top of the screen as detailed on the construction plans. The 1-1/2 inch water level access pipe will be installed 5 feet above the top screen connection attached to the inner casing.
- F. Alignment Test: The casing shall be set round, plumb, and true to alignment. The test for alignment in the inter casing shall be made following the setting of the casing and before the installation of grout.
- G. Alignment shall be tested by lowering into the well a section of 6-inch diameter or larger pipe which is 40 feet long with guides on each end and in the middle. The outer diameter of the guides shall not be more than ½-inch smaller than the diameter of that part of the casing being tested. The guides shall be a minimum of 1.0 feet long.
- H. Plumbness Test: The test for plumbness shall be made by the Contractor with a plummet suspended from a tripod on the drill rig. The plummet shall be approximately ½-inch smaller in diameter than the inside diameter of the well casing being tested.
- I. Results of P/A Tests: Should the alignment dummy or the plummet fail to move freely throughout the entire length of the casing being tested, or should the well vary from the

vertical in excess of 1/3 the smallest inside diameter of that part of the well being tested per 100 feet in depth, the plumbness and/or alignment of the well shall be corrected by the Contractor at his own expense. Should the Contractor fail to correct the faulty plumbness and alignment, the Owner's Representative may refuse to accept the well and require that another well be constructed at another location on the property. The inside and outside of the existing casing or borehole, if the casing is removed, would then be properly filled and sealed at the Contractor's expense. The Department's Representative may waive the requirements for plumbness and alignment if, in his judgment, the defect is due to circumstances beyond the Contractor's control and/or the utility of the completed well will not be materially affected.

- J. Installation of Gravel Pack: After the riser pipe and well screen are securely positioned in the well, the Contractor shall furnish and install a gravel pack between the screen and the borehole. The gravel pack shall be composed of graded gravel having a hard, clean, smooth surface. The size of the gravel shall be selected in accordance with the character of the water-bearing formations and the design of the well screen. The Owner shall be notified of the size and composition of the gravel pack interval prior to its installation. The gravel pack materials shall be delivered in bulk or in bags and stored on a surface covered with a clean material and shall be covered in a manner to prevent any contamination. The contractor shall be responsible for ensuring that the gravel pack material is adequately disinfected during installation.
- K. The gravel pack shall be placed adjacent to the screen using the Tremmie Pipe Method, so that the entire open space between the screen and the borehole of the first confining layer above the top of the screen as detailed on the construction plans is uniformly filled with gravel. The borehole shall be continually flushed with clean water to remove drilling sediments and natural clays, prior to and during gravel packing. Tremmie pipe will be 2" minimum.
- L. Installation of Grout: The annular space between the drilled hole and the outer casing shall be sealed by pressure grouting from the first confining layer above the top of the screen as detailed on the construction plans. This shall be accomplished by the use of a Tremmie pipe method or by some other method recommended by the Contractor and approved by the Owner. Grout will be installed from the bottom to the surface. Grout shall be allowed to set for a minimum of 48 hours before resuming any work.
- M. Well Efficiency: The well shall have an efficiency of not less than 70 percent at maximum available drawdown at the end of 24 hours of test pumping.
- N. Development Methods: A method of development will be used which will result in the removal of the fine material in the vicinity of the well screen, increase the material porosity of the undisturbed formation and remove the mud cake and drilling fluid from the borehole. This is to be accomplished with a method of development which will cause a reversal of flow through the well screen combined with pumping to remove color and fine materials and may include, but is not limited to, mechanical surging, air surging or a combination of high velocity jetting and pumping. Development by the above-described methods must be done prior to the installation of a test pump.
- O. Development Aids: Chemical and other development aids to improve the efficiency of the well and to assist in its development may be permitted subject to the well and to assist in its development may be permitted subject to the approval of the Owner. Any use of a chemical development aid shall be undertaken with extreme caution. Concentrated discharge from the well shall be disposed of in a safe and proper manner.

- P. Additional Development: Development shall be sufficient to provide minimum acceptable efficiency for the well. The contractor may continue to develop the well until the well reaches the minimum requirement. All additional development and retesting necessary to meet the Acceptance Standards will be at the Contractors expense. No additional compensation for more than 10 days of development.
- Q. Test Pumping: After the Contractor feels he can meet the acceptance standards, the well shall be pumped to determine aquifer characteristics, well efficiency and to collect representative water samples from the aquifer. Testing shall be accomplished as follows:
1. General Equipment: The Contractor shall furnish all labor, tools, pumps, piping, electric cable, controls, generators, flow measuring devices and other appurtenances necessary for the performance of testing pumping as required by these specifications. The Contractor shall furnish the necessary pumping equipment and measuring instruments to pump at stepped rates per part 3.10 above with throttling control satisfactory to the Owner, measure the discharge rate in a manner satisfactory to the Owner's Representative and to carry the pumped water to an acceptable discharge point as directed by the Owner. The pump intake shall be set estimated base of bowl location (see construction plans for details) or less depending on tests conducted during development. The pumping unit shall be complete with an ample power source, controls and appurtenances and shall be capable of operation without interruption for a period of at least 24 hours. **The contractor will provide the name of the person conducting the pumping test and method of measurement.**
 2. Water-Level Measurement: A clearly marked convenient reference point shall be established at the top of a water-level measuring pipe which the Contractor shall insert in the pumped well along with the test pump. The Contractor will utilize a Hermit Data Logger with probes to record the water levels in all wells.
 3. Flow Measurement: The discharge from the well shall be measured using a pipe, piezometer tube and orifice plate. The configuration of this equipment shall meet industry standards.
 4. Sampling Point: The Contractor shall furnish a 1-1/4-inch FPT opening in the discharge pipe before the beginning of the orifice pipe for the installation of sampling equipment.
 5. 24-Hour Test: After a rest period of at least 12 hours, during which the well has recovered, a constant rate test shall be conducted by pumping the well at a rate up to approximately 750 GPM for a period of 24 hours, followed by a recovery period of 12 hours or as extended by the Owner's Representative. The pumping rate for the 24-hour test will be selected so as to provide maximum drawdown in the well. **The department (SCDHEC) will be notified a minimum of 3 days (72 Hours) prior to the commencement of the pumping test.**
 6. Collection of Water-Level Data: Water level measurements shall be obtained in the pumped well a minimum of every 15 minutes for the first (3) hours of the test and then hourly or as follows by the Contractor. The contractor shall obtain the observations during nighttime hours. **Measurements of water level during the pumping and recovery periods can be made as follows:**

- 0 - 20 minutes ----- every minute
- 20 - 40 minutes ----- every 2 minutes

- 40 - 100 minutes ----- every 5 minutes
- 100 - 240 minutes ----- every 10 minutes
- 240 - 1440 minutes -----every 30 minutes

7. Engine or Pump Failure: During the initial step test and during the constant rate 24-hour test, **interruption in the pump or engine operation for a period of greater than one (1) percent of the elapsed pumping time, shall require suspension of the test until the water level in the pumped well has recovered to its original static water level.** The time of the restart of the test shall be approved by the Owner and shall take into account staff scheduling and water sampling. The Owner’s Representative shall be the sole judge as to whether recovery has been completed and when the pump shall be restarted.
 8. Discharge Water: Water discharged during the pumping test shall be conducted to the storm drain as previously specified. The Contractor shall be responsible for correcting, at his own expense, any damage caused by the discharged water.
 9. Water Sampling Arrangements: Water samples will be collected during the long-term pumping as follows:
 - a. Group A: Two samples: one during the first 5 minutes of pumping and one during the last 30 minutes of the pumping test.
 - b. Group B: Two samples: one during each of the last 3 hours of the pumping test.
 - c. Group C: One sample during the last 30 minutes of the pumping test with the analysis conducted in the field at the time of sampling.
 - d. Group D: One sample during the last 30 minutes of the pumping test for the transport to the laboratory for analysis.
- R. Disinfection of the Well: The Contractor shall furnish all labor, materials, transportation, tools, supplies, plant, equipment and appurtenances necessary for the satisfactory disinfection of the wells. Disinfection of the wells shall be as provided by “AWWA Standard for Deep Wells”. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 100 PPM of chlorine shall be prepared and applied in accordance with the directions of, and to the satisfaction of, the owner and shall remain in the well for a period of at least 12 hours. After that required disinfection period and with the approval of the Owner’s Representative, the chlorinated water from the well shall be pumped to a discharge location as approved by the Owner’s Representative. The well shall also be disinfected at various times during the Work as deemed necessary by the Contractor. **Water pumped from the well after disinfection shall be dechlorinated, in accordance with the SCDHEC regulations, before it is discharged into the storm drainage system.**
- S. TV Survey of the Completed Production Well: At the conclusion of testing and prior to capping the production well, the Contractor will conduct a TV survey of the well to confirm construction details and dimensions. The Contractor is responsible to take whatever steps are necessary to clear the water in the well so a clear TV picture is obtainable.
- T. Well Capping: Whenever the well is left unattended a temporary well cap or drill tool with suitable plates will be placed on the well to prevent entry. Upon completion the well shall be capped with a lockable device to prevent unauthorized entry. The device shall be fabricated so that it can be unlocked relatively quickly and will not interfere with the

measurement of water levels in the well.

- U. **Well Identification Plate:** A well identification plate well attached to the permanent well. The following information will be provided: Drilling contractor and registration number, date well completed, total depth of well in feet, casing depths in feet, casing diameters in inches, screened intervals in feet, gravel-pack intervals in feet, yield in GPM, specific capacity in gpm/ft. of drawdown, static water level, pumping level, drawdown in feet, and longitude and latitude to the nearest second.
- V. **Technical Data:** Eight (8) sets of Technical Data will be submitted to Engineer. Engineer will forward two (2) copies to the department (SCDHEC) and two (2) copies to the Owner. This will include drillers log, electric and gamma log, sieve analysis, as-built drawing of the well, pumping and recovery test data and water analysis.

3.19 PRODUCTION WELL TESTING REQUIREMENTS

- A. **Sample Collected (Raw Water):** All samples collected during the 3.18 Q(9) shall be tested at an SCDHEC Laboratory and/or approved private laboratory to ensure its meet those requirements outlined within the State Primary Drinking Water Regulation (SPDWR) detailed in SCDHEC Regulation R.61-58. The costs of all analysis shall be included within the contractor base bid and in the event any retesting is required it shall be at no additional costs to the Owner. The results of each analysis shall be submitted to the Engineer to observed raw quality meets those anticipated during the design process. In the event that all parameters are meet the information will be provided to SCHDEC in conjunction with a request to place the system into operation. ***In the event that all parameters are not meet, the project scope for system treatment shall be modified as necessary and submitted to SCHDEC for approval.***
- B. The Sample Collected (Raw Water) shall be tested for all those detailed within SCDHEC "Drinking Water Quality Sampling of New Public Supply Wells" dated January 2004 based on R.61-58, September 2003 version. In addition to pH, temperate and free chlorine tests collected at the wellhead during collection of the raw water samples (See attached information below for SCDHEC requirements.)

20 ADDITIONAL PERMITS (IF ANY)

In the event an additional permits are required related to the groundwater production well for installation, temporary water discharge, or other items as deemed necessary by the Engineer shall be the responsibility of the contractor at no additional cost to the Owner.

3.20 MEASUREMENT AND PAYMENT

The basis of award will be lump sum with estimated material types and lengths for groundwater well construction as detail on construction plans. The final payment will be based on installed material types and lengths detailed on the bid form (00 41 00) and will not be made until the well is properly developed.

END OF SECTION