

Smart, Integrated, Efficient Solutions.



Contract Documents

Piedmont Municipal Power Agency
100 kV Transmission Line
Right-of-Way

Prepared for:

Piedmont Municipal Power Agency
121 Village Road
Greer, SC 29651

R&C Project No. 2023-021

March 2025

LABORATORY

ENGINEERING

ASSESSMENT

REMEDIATION

AIR QUALITY

COMPLIANCE



Rogers & Callcott

ENGINEERING | ENVIRONMENTAL | LABORATORY
AN ALLIANCE TECHNICAL GROUP COMPANY

Project :	PMPA 100 KV TRANSMISSION LINE RIGHT-OF-WAY
Client :	PIEDMONT MUNICIPAL POWER AGENCY
Location :	LAURENS COUNTY, SC
R&C Project No. :	2023-021

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TECHNICAL REQUIREMENTS

SECTION	TITLE	NO. OF PAGES
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02370	Erosion and Sediment Control	4

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ADVERTISEMENT FOR BIDS

Separate sealed bids for PMPA for **PMPA 100 kV Transmission Line Right-of-Way** will be received at the Rogers and Callcott, an Alliance Technical Group company, office located at **426 Fairforest Way, Greenville, SC 29607** until **10:00 AM (local time)** on **April 9, 2025**, then at the said office to be publicly opened and read aloud.

SCOPE OF WORK:

The clearing and establishment of approximately 9,008 LF of utility rights-of-ways for the purpose of the future installation of an aerial 100kV electrical transmission line. The scope of work includes the clearing of approximately 15.83 AC, installation of storm drainage culverts, and corresponding erosion prevention and sediment control measures, as indicated in the contract documents.

The Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and other contract documents may be obtained from the Owner's Representative and Project Engineer. The engineer's contact information is provided below:

Name: Chris Shivar, PE

Company: Rogers & Callcott, an Alliance Technical Group Company

Email: chris.shivar@alliancetg.com

Phone: +1 (864) 434-2116

LICENSES:

Each Bidder on work of \$5,000 or more, and each mechanical subcontractor on subcontracts of \$5,000 or more must be qualified under provisions of SC Contractor's Licensing Law, SC Code Section 40-11-10, ET SEQ., 1976, as currently amended. No Bid will be considered unless the Contractor's License number is shown on the outside of the sealed Bid, as required by the Law.

Piedmont Municipal Power Agency, the Owner, reserves the right to waive any irregularities or to reject any or all bids.

Each bidder must deposit security in the amount and form specified in the Information for Bidders. No bidder may withdraw his bid within **ninety (90) days** after the actual date of the opening thereof.

OTHER QUALIFICATION OR BID REQUIREMENTS INCLUDE:

The selected bidder will be expected to complete the specified scope of work within **60 calendar days** and prepared to mobilize to the project site and commence work within **14 days** of the Notice to Proceed.

There are no scheduled pre-bid meetings for prospective bidders for this solicitation. Prospective bidders may inspect the project site during the bidding period upon prior notification and approval of the Owner.

Questions will be accepted in writing via email at chris.shivar@alliancetg.com until 5:00 PM (EST) on April, 7th 2025.

Date: March 26, 2025

- END OF SECTION -

Project :	PMPA 100 KV TRANSMISSION LINE RIGHT-OF-WAY
Client :	PIEDMONT MUNICIPAL POWER AGENCY
Location :	LAURENS COUNTY, SC
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INFORMATION FOR BIDDERS

Bids will be received by **PMPA** (herein called the "Owner"), at the Rogers and Callcott office at **426 Fairforest Way, Greenville, South Carolina 29607** until **10:00 AM** on **April 9th, 2025**, then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to Piedmont Municipal Power Agency. Each sealed envelope containing a Bid must be plainly marked on the outside as **BID FOR PMPA 100KV TRANSMISSION LINE RIGHT-OF-WAY** and the envelope should bear on the outside the name of the bidder, their address, their contractor license number, if required. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to **426 Fairforest Way, Greenville, SC 29607**.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink, or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Minor/mathematical errors discovered during bid review and analysis will be resolved by seeking clarification from the affected Bidder. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within the **90-day period**, the time may be extended by mutual agreement between the Owner and the Bidder.

Each Bidder is responsible for inspecting the site and informing himself fully of the conditions relating to the project and is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to his Bid.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done. Site visits may be scheduled by contacting **PMPA** at **(864) 877-9632**.

A Bid Bond Power of Attorney is required in an amount equal to at least **five (5) percent** of the amount of the Bid, payable to the **Piedmont Municipal Power Agency**, as a guarantee that if the bid is accepted, the Bidder will execute the Contract.

A Performance Bond and Payment Bond, each in the amount of **one hundred percent (100%)** of the Contract Price, with a corporate surety approved by the Owner will be required for the faithful performance of the Contract. Bond forms provided in the Contract Documents are to be used.

Bonding companies shall be licensed and qualified in **South Carolina** as described and listed on the attached list of five pages.

Attorneys-in-fact who sign Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy

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the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified Bid will not be accepted.

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

Method of Award:

The Contract will be awarded to the responsive, responsible bidder submitting the lowest lump sum bid or lowest elective alternate lump sum bid complying with conditions of the contract documents. The determination of the Owner regarding the responsiveness and responsibility of a Bidder shall be conclusive.

Basis for Determining Responsiveness and Responsibility of the Low Bidder

Responsiveness will include:

Bid completeness and regularity. Bid without special conditions and without deletions. Bid without alternates unless requested by the specifications or Bid Form. Bid which acknowledges receipt of all addenda. Bid with item prices that are not unbalanced (unreasonably low or high prices on all or some bid items).

Responsibility will include:

Adequate facilities, equipment, and labor to complete the work properly and within the time limit set. Adequate financial status to meet obligations of the work. Sufficient skill, judgment, and integrity to faithfully complete the work. Maintains a permanent place of business. Work history indicating the ability to competently complete the work. A work history of excessive or unreasonable claims for additional time or cost, including those related to increased unit quantities, shall be considered irresponsible.

Bidding Procedure Protest Period:

Any protest by actual or prospective bidders who may be aggrieved in connection with the solicitation or award of this contract must be received within **fifteen (15) days** of the bid date. Protests must be made in writing and mailed via certified, registered, or overnight mail to:

Director of Engineering and Technology, Mike Frazier, 121 Village Road, Greer, SC 29651

Each bidder is responsible to include in his Bid the cost of fees and compliance with permits, laws, and regulations. Information on **Laurens County** building permit fees and business license fees are available from the **Laurens County**. Each out-of-state Contractor shall meet all requirements of the South Carolina Tax Commission and shall provide special bonds required in lieu of special 2% withholding by the City.

Time for completion shall be **60 consecutive calendar days** from the date specified in the "Notice to Proceed". The Contractor must agree to liquidated damages in the amount of **\$300 per day** for each calendar day after the completion date, plus any monies paid by the Owner to the Engineer for services rendered after the completion date.

The party to whom the contract is awarded will be required to execute the Agreement and obtain Payment and Performance Bonds within **ten (10) calendar days** from the date a Notice of Award and Agreement forms are delivered.

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PMPA reserves the right to delete any work included in the project. The Contractor shall receive no compensation for deleted work.

- END OF SECTION -

Project :	PMPA 100 KV TRANSMISSION LINE RIGHT-OF-WAY
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BID

Proposal of _____ hereinafter called "Bidder", organized and existing under the laws of the State of _____ doing business as a _____. To **Piedmont Municipal Power Agency** (hereinafter called "Owner"). In compliance with your advertisement for Bids, bidder hereby proposes to perform all Work for the construction of the **PMPA 100 kV Transmission Line Right-of-Way** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to this organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within **60 consecutive calendar days**.

Bidder further agrees to pay as liquidated damages, the sum of **\$300 plus engineering costs** for each consecutive calendar day thereafter as provided in the Information for Bidders and in Section 15 of General Conditions.

BIDDER acknowledges receipt of the following Addendum:

Project : PMPA 100 KV TRANSMISSION LINE RIGHT-OF-WAY

Client : PIEDMONT MUNICIPAL POWER AGENCY

Location : LAURENS COUNTY, SC

R&C Project No. : 2023-021

BID SCHEDULE

No.	Description	Qty.	Unit	Unit Price	Subtotal
01	Mobilization	1	LS		
02	Erosion Control	1	LS		
03	Clearing	15.83	AC		
04	30" x 14" Bridge System and Guard Rails	1	LS		
05	14" x 23" Elliptical RCP	16	LF		
06	Concrete Headwall	2	EA		
07	48" RCP	22	LF		
08	Rip Rap	2	TN		
09	Geotextile Apron	4	SY		

TOTAL: _____

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Proposed Contractors:

The amount of work to be performed by our own forces represent _____ percent of all work described in the Contract Documents. Proposed Subcontractors are as follows:

Type of Work	Name and Location

Material and Equipment Data:

To be considered, each Bidder must provide information on the material and equipment which the Bidder intends to use.

Item	Manufacturer (Name One Only)

BID CERTIFICATION

Witness

Firm : _____

By : _____

Title : _____

Date : _____

Contractor's License # : _____

- END OF SECTION -

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as PRINCIPAL, and _____ as SURETY, are
hereby held and firmly bound unto _____ as OWNER in the
penal sum of _____ for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID, attached hereto and hereby made a part of hereof to enter into a
contract in writing, for the

NOW, THEREFORE,

- a) If said BID shall be rejected, or
- b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

(L.S.)

(Principal)

(Surety)

By: _____

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

POWER OF ATTORNEY

(INSERT HERE)

BIDDER'S LICENSE CERTIFICATE

(INSERT HERE)



Project : PMPA 100 KV TRANSMISSION LINE RIGHT-OF-WAY

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BID DOCUMENTS CHECKLIST

No.	Bid Documents	Submitted
1.	Bid – Completed & Signed	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Bid Schedule – Completed	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Bid Bond – Completed & Signed	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Copy of License Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No

CERTIFICATION

Bidder's Signature

Date of Signature

NOTICE OF AWARD

To: _____

Project Description: _____

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

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

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

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

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

Dated this _____ day of _____, 2025.

Owner: _____
By: _____
Title: _____

ACCEPTANCE OF NOTICE

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

_____ on the _____ day of _____, 2025.

By: _____
Title: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 by and between the _____, hereinafter called "OWNER" and _____, herein called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of _____.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS as indicated in the NOTICE TO PROCEED and will complete the same within **60 calendar days** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid, Bid Schedule, Bid Bond, and Bid Documents Checklist
 - d. Statements of Experience(s)
 - e. Notice of Intent to Award and Notice of Award
 - f. Agreement
 - g. Notice to Proceed
 - h. Payment Bond & Performance Bond
 - i. General Conditions
 - j. Special Conditions
 - k. DRAWINGS prepared by **Rogers & Callcott**, numbered **2023-021-1** through **2023-021-13** and dated **03/13/2025**.
 - l. SPECIFICATIONS prepared or issued by **Rogers & Callcott**
 - m. ADDENDA:
 - i. No. _____ dated _____ 2025
 - ii. No. _____ dated _____ 2025
 - iii. No. _____ dated _____ 2025
 - iv. No. _____ dated _____ 2025
 - v. No. _____ dated _____ 2025
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties herein and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in **Six (6)** copies, each of which shall be deemed an original on the date first above written.

OWNER:

Owner: _____
By: _____
Name: _____
(please type)
Title: _____

(SEAL)

Attest: _____
Name: _____
(please type)
Title: _____

CONTRACTOR:

Company: _____
By: _____
Name: _____
(please type)
Address: _____

(SEAL)

Attest: _____
Name: _____
(please type)
Title: _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the AGREEMENT dated _____ on or before _____ and you are to complete the work within _____ consecutive calendar days. The date of completion of all work is therefore _____

Piedmont Municipal Power Agency

Organization / Owner

Michael T. Frazier

Authorized Representative

Director of Engineering and Power Supply

Title

ACCEPTANCE OF NOTICE

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

Company

Signature

Title

Date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto,

(Name of Owner)

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2025, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
(number)
shall be deemed an original, this the _____ day of _____ 2025.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(Principal) Surety

(SEAL)

Witness as to Surety

(Address)

Principal

By

(s)

(Address)

Surety

By

(s)

(Address)

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto,

(Name of Owner)

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2025, a copy of which is hereto attached and made a part hereof for the construction of:

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which
(number)
shall be deemed an original, this the _____ day of _____ 2025.

ATTEST:

(Principal) Secretary

(SEAL)

Witness as to Principal

(Address)

ATTEST:

(Principal) Surety

(SEAL)

Witness as to Surety

(Address)

Principal

By

(s)

(Address)

Surety

By

(s)

(Address)

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

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



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Client : PIEDMONT MUNICIPAL POWER AGENCY

Location : LAURENS COUNTY, SC

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CHANGE ORDER

Change Order Number:

Date:

Agreement Date:

The following changes are hereby made to the Contract Documents:

Justification:

Original Contract Price: \$

Current Contract Price adjusted by previous Change Order: \$

Change to Contract Price: \$

New Contract Price including this Change Order: \$

Current Contract Completion Date:

Change to Contract Time:

Date of completion for all work:

Requested by:

Date:

Recommended by:

Date:

Accepted by:

Date:



Project : PMPA 100 KV TRANSMISSION LINE RIGHT-OF-WAY

Client : PIEDMONT MUNICIPAL POWER AGENCY

Location : LAURENS COUNTY, SC

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REQUEST FOR INFORMATION (RFI) FORM

RFI Subject:

RFI Number:

Requesting Party:

Name:

Date of Request:

Title:

Phone No.:

Organization:

Email:

Information Requested:

Potential Impacts:

Impact on Cost:

Impact on Schedule:

Responding Party:

Name:

Date of Response:

Title:

Phone No.:

Organization:

Email:

Response to the RFI:

Attachments (if any):

ADDENDA

(INSERT HERE)

GENERAL CONDITIONS

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1.0 Definitions

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- 1.5 BONDS – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CLAIM – A demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the CONTRACT TIME, or other relief with respect to the terms of the CONTRACT. It also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the CONTRACT.
- 1.8 CONTRACT DOCUMENTS – The contract, including Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.9 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.10 CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.11 CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.12 DRAWINGS – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

- 1.13 ENGINEER – The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.14 FIELD ORDER – A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.16 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.17 OWNER – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.18 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.19 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.20 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.21 SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions for a technical nature of materials, equipment, construction systems, standards, and workmanship.
- 1.22 SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

- 1.25 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.27 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in-person to said party or his authorized representatives on the WORK.

2.0 Additional Instructions and Detail Drawings

- 2.1 The CONTRACTOR may be furnished additional instructions and detailed drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3.0 Schedules, Reports, and Records

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing, and the installation of materials, supplies, and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4.0 Drawings and Specifications

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

5.0 Shop Drawings

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.0 Materials, Services, and Facilities

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary

- to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored to ensure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
 - 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.
 - 6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
 - 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7.0 Inspection and Testing

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.
- 7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require. If that portion of the WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing, and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8.0 Substitutions

- 8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9.0 Patents

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10.0 Surveys, Permits, and Regulations

- 10.1 The OWNER shall furnish all boundary surveys and establish all baselines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detailed surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points, and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11.0 Protection of Work, Property, and Persons

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or

anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12.0 Supervision by Contractor

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13.0 Changes in the Work

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14.0 Changes in Contract Price

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
 - 14.1.1 Unit prices previously approved.
 - 14.1.2 An agreed lump sum.
 - 14.1.3 The actual cost for labor, direct overhead, materials, supplies, equipment, general overhead, profit, and other services necessary to complete the work.

15.0 Time for Completion and Liquidated Damages

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to ensure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
 - 15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.
 - 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified

in paragraphs 15.4.1 and 15.4.2 of this article.

16.0 Correction of Work

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17.0 Subsurface Conditions

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider, and adjust any such claims asserted before the date of final payment.

18.0 Suspension of Work, Termination, and Delay

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any

- suspension.
- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such a case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such a case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of a court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the

ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the Contractor for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19.0 Claims and Disputes

- 19.1 The OWNER and CONTRACTOR shall commence all CLAIMS and causes of actions against the other and arising out of or related to the CONTRACT in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the WORK. The responsibility to substantiate CLAIMS shall rest with the party making the CLAIM. This section does not require the OWNER to file a CLAIM in order to impose liquidated damages in accordance with the CONTRACT DOCUMENTS.
- 19.2 CLAIMS by either the OWNER or CONTRACTOR, where the condition giving rise to the CLAIM is first discovered prior to the expiration of the period for the correction of WORK set forth in Section 16, shall be initiated by notice to the other party and the ENGINEER. CLAIMS by either party under this Section shall be initiated within 21 days after occurrence of the event giving rise to such CLAIM or within 21 days after the claimant first recognizes the condition giving rise to the CLAIM, whichever is later. CLAIMS by either the OWNER or CONTRACTOR, where the conditions giving rise to the CLAIM is first discovered after the expiration of the period for correction of WORK, shall be initiate by notice to the other party. In such an event, no decision by the ENGINEER is required.
- 19.3 Pending final resolution of CLAIM, the CONTRACTOR shall proceed diligently with the performance of the CONTRACT and the OWNER shall continue to make payments in accordance with the decision of the ENGINEER.
- 19.4 If the CONTRACTOR wishes to make a CLAIM for an increase in CONTRACT SUM, notice shall be given before proceeding to execute the portion of the WORK that is subject to the CLAIM. If the CONTRACTOR wishes to make a CLAIM for an increase in CONTRACT TIME, notice shall be given. The CONTRACTOR'S CLAIM shall include an

- estimate of cost and probable effect of delay on progress of the WORK. In the case of a continuing delay, only one CLAIM is necessary. If adverse weather conditions are the basis for a CLAIM for additional time, such CLAIM shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.
- 19.5 Any CLAIM, question, difficulty, or dispute arising from this Agreement or the construction process shall be first submitted to the ENGINEER to address the issue. Upon review of the CLAIM, the ENGINEER shall take one or more of the following preliminary actions within ten (10) days of receipt of a CLAIM: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) submit a schedule to the parties indicating when the ENGINEER expects to take action, (3) reject the Claim in whole or in part stating reasons for rejection, (4) recommend approval of the CLAIM by the other party, (5) suggest a compromise or (6) advise the parties that the ENGINEER is unable to resolve the CLAIM due to lack of sufficient information to evaluate the merits of the CLAIM or if the ENGINEER concludes that, in the ENGINEER's sole discretion, it would be inappropriate for the ENGINEER to resolve the CLAIM. The ENGINEER may also, but is not obligated to, notify the SURETY, if any, of the nature and amount of the CLAIM.
- 19.6 If the ENGINEER requests a party to provide a response to the CLAIM or to furnish additional supporting data, such party shall respond, within 10 days after the receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the ENGINEER when the response or supporting data will be furnished, or (3) advise the ENGINEER that no supporting data will be furnished. Upon receipt of the response or the supporting data, the ENGINEER will either reject or approve the CLAIM in whole or in part.
- 19.7 The ENGINEER will render an initial decision approving or rejecting the CLAIM, or indicating that the ENGINEER is unable to resolve the CLAIM. The initial decision shall (1) be in writing; (2) state the reasons thereof; and (3) notify the parties of any change in the CONTRACT SUM OR CONTRACT TIME or both. The initial decision shall be final and binding on the parties but subject to mediation and if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- 19.8 Either party may, within 30 days, from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after the receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- 19.9 If a CLAIM relates to or is the subject of a mechanic's lien, the party asserting such CLAIM may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

- 19.10 CLAIMS, disputes, or other matters in controversy arising out of or related to the CONTRACT shall be subject to mediation as a condition precedent to binding dispute resolution.
- 19.11 The parties shall endeavor to resolve their CLAIMS by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the CONTRACT, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceeding but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stated for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of arbitrator(s) and agree upon a schedule for later proceedings.
- 19.12 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after the receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- 19.13 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the PROJECT is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 19.14 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any CLAIM subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place the PROJECT is located unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the CONTRACT, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all CLAIMS then known to that party on which arbitration is permitted to be demanded.
- 19.15 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the CLAIM would be barred by

the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or the entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the CLAIM.

- 19.16 The award rendered by the arbitration shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties of the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

20.0 Payments to Contractor

- 20.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve the payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 20.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 20.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 20.4 The OWNER shall have the right to enter the premises for the purpose of doing work

- not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK, except such as may be caused by agents or employees of the OWNER.
- 20.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due to CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 20.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 20.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

21.0 Acceptance of Final Payment as Release

- 21.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment,

however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

22.0 Insurance

- 22.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 22.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.
- 22.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.
- 22.3.1 Commercial General Liability. Commercial General Liability (CGL) insurance for liability arising out of the performance of the CONTRACT WORK on the Property, including, without limitation, Premises and Operations Liability; Contractual Liability; Products and Completed Operations Liability (which must be continuously maintained for a minimum of three (3) years after completion of the CONTRACT WORK); Underground, Explosion, and Collapse; and Personal and Advertising Liability, written on an "occurrence" form. Any insurance policy exclusions relating to underground work, demolition, blasting, excavation, or rigging must be deleted if these operations are required within Work to be performed unless a separate policy is in place for these risks. Such CGL coverage shall provide the following minimum limits:
- a) Commercial General Liability – \$2,000,000 each occurrence;
 - b) Personal & Advertising Injury – \$1,000,000 each occurrence;
 - c) General Aggregate per Project – \$2,000,000; and
 - d) Products/Completed Operations Aggregate – \$2,000,000.
 - e) Per Project Endorsement
- 22.3.2 Commercial Automobile Liability. Commercial Automobile Liability for covering liability for bodily injury and property damage. This insurance shall cover owned, non-owned, and hired vehicles and shall be written with contractual coverage with limits not less than the following:
- a) Combined Single Limit (Bodily Injury and Property Damage Liability) - \$1,000,000 each accident.

- 22.3.3 Worker's Compensation. Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the State where the Work for the Project is located with limits not less than the following:
- a) Worker's Compensation – statutory limits in accordance with the laws of the State where the Work is located; and
 - b) Employer's Liability – \$500,000 each accident; \$500,000 disease each employee; and \$500,000 disease policy limit.
- 22.3.4 Umbrella Liability. Umbrella/Excess Liability Insurance that is concurrent with, follows the form of, and includes as scheduled underliers the liability coverages required above. This insurance shall be written with contractual limits not less than the following:
- a) Umbrella Liability – \$2,000,000 per occurrence and annual aggregate.
- 22.3.5 Professional or Protective Liability. If the CONTRACT WORK or CONTRACTOR (or any SUBCONTRACTORS) will include ancillary engineering or design services, professional or errors and omissions liability subject to a retroactive date that precedes the effective date of any CONTRACT WORK and with limits not less than the following:
- a) Professional Liability – \$1,000,000.
- 22.3.6 Requirements. All policies, except for worker's compensation and professional liability policies, shall (i) include OWNER as additional insured; or (ii) otherwise extend CONTRACTOR'S insurance to the OWNER with respect to losses arising out of negligence in CONTRACTOR'S performance or provision of the CONTRACT WORK or assumption of liability under this Agreement. CONTRACTOR'S insurance will be primary to any insurance carried by OWNER, and OWNER'S insurance shall not contribute. All insurance shall be written on an occurrence basis, except the professional liability policy, to the extent required, which may be written on a claims made basis. All required Insurance must not be canceled or materially changed without at least thirty (30) days prior written notice to OWNER and shall be provided by insurers with an A.M. Best rating of not less than A-/VIII or otherwise satisfactory to the OWNER. If CONTRACTOR uses any SUBCONTRACTOR(S) in the performance or provision of the CONTRACT WORK under this Agreement, CONTRACTOR will ensure that such SUBCONTRACTOR(S) is covered by the insurance required to be maintained by CONTRACTOR or maintains its own insurance that meets the requirements hereunder and will furnish OWNER with evidence that such requirement has been met. The insurance requirements hereunder shall not be construed in any way as a limitation of liability or responsibility of CONTRACTOR or any of its SUBCONTRACTORS under this Agreement. Each policy maintained by CONTRACTOR or any SUBCONTRACTOR(S) shall include a waiver of subrogation in favor of OWNER and CONTRACTOR hereby waives all rights against OWNER for damages caused by fire or other causes of loss to the

extent covered or required herein to be covered by insurance and will obtain from any SUBCONTRACTOR(S) such a waiver in favor of OWNER.

- 22.3.7 Evidence of Insurance; Failure to Provide. Prior to commencing the CONTRACT WORK and periodically thereafter as may be required, CONTRACTOR and any SUBCONTRACTOR(S) shall furnish OWNER with certificates of insurance, additional insured and waiver of subrogation endorsements, and other documentation evidencing that all of the required insurance is in full effect as may be required by OWNER. No payments will be issued to CONTRACTOR until CONTRACTOR has provided the necessary certificates, endorsements, and/or other documents in compliance with this Section. If CONTRACTOR or any SUBCONTRACTOR fails at any time to secure and maintain any insurance coverage as required by this Agreement, such failure shall be deemed to be a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to the terms of the Agreement. OWNER shall also have the right (but not the duty) to procure such insurance and the cost thereof shall be deducted from monies then due or that thereafter become due to CONTRACTOR.
- 22.3.8 CONTRACTOR'S Property. CONTRACTOR and any SUBCONTRACTOR(S) shall be responsible for any damage or loss to its own material, facilities, tools, equipment, plant, scaffolds, bracing, and similar items (collectively, "CONTRACTOR'S Property"), and shall hold OWNER harmless from the same. CONTRACTOR and any SUBCONTRACTOR(S) shall carry sufficient insurance to cover all damage and loss to CONTRACTOR'S Property.
- 22.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 22.5 The CONTRACTOR shall secure an "All Risk" type installation floater for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, flood, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall

name as the insured the CONTRACTOR, the ENGINEER, OWNER, and others with additional interest.

23.0 Contract Security

23.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

24.0 Assignments

24.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without the written consent of the other party.

25.0 Indemnification

25.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

25.2 In any and all claims against the OWNER or the ENGINEER or any of their agents or

employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents, or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

26.0 Separate Contracts

- 26.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 26.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 26.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

27.0 Subcontracting

- 27.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 27.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of 35

- percent of the Contract Price, without the prior written approval of the OWNER. The CONTRACTOR shall not substitute any person as a SUBCONTRACTOR in place of the SUBCONTRACTOR listed in the original bid where such CONTRACTOR'S WORK is in excess of \$20,000 without the prior written approval of the Office of Local Government. Reasons for the Substitution shall be rendered.
- 27.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 27.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

28.0 Engineer's Authority

- 28.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 28.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 28.4 The ENGINEER shall promptly make decisions relative to the interpretation of the CONTRACT DOCUMENTS.

29.0 Land and Rights-of-Way

- 29.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually

agreed.

- 29.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

30.0 Guaranty

- 30.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

31.0 Taxes

- 31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

- END OF GENERAL CONDITIONS -

SPECIAL CONDITIONS

**Special Conditions
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1.0 Description

1.1 The Work shall consist of:

Installation of approximately 9,008 LF of transmission line, clearing of approximately 15.83 AC, storm drainage, and corresponding erosion prevention and sediment control measures, as indicated in the contract documents.

1.1.1 PMPA reserves the right to delete any work. The Contractor shall receive no compensation for deleted work.

2.0 Summary of Work

2.1 Except as specifically noted otherwise, the Contractor shall provide and pay for:

2.1.1 Competent suitably qualified personnel to survey and layout the Work as shown on the Plans, and perform construction as required by the Contract Documents. He will at all times maintain good order and discipline at the site.

2.1.2 All materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.2 The Contractor shall pay all sales taxes and other taxes and fees legally due.

2.3 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of his bid. He will also pay all public utility charges.

2.4 The Contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that the specifications or Drawings are at variance therewith, he will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules, and regulations.

2.5 The Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

2.6 The Contractor will not load nor permit any part of a structure to be loaded with

weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.

- 2.7 The Contractor shall assume full responsibility for the protection and safe-keeping of any products, associated with the Work which are stored on the premises.

3.0 Project Coordination

- 3.1 The Contractor shall coordinate work of employees and subcontractors under the contract, equipment and material suppliers shall conduct work to assure compliance with schedules, and shall cooperate with the Owner and Engineer.
- 3.2 The work of all trades under this contract shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire project. All components of the work shall be installed or erected in accordance with the best practices of the particular trade.
- 3.3 The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities, such as pavements, track, piping, wires, cable, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the work in order that such items may be properly shored, supported, protected or relocated. He shall give all proper notices, shall comply with the requirements of such parties in the performance of his work, shall permit the entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.
- 3.4 Upon the Contractor's determination of substantial Completion of Work or portion thereon, prepare for the Engineer a list of incomplete or unsatisfactory items. Upon Engineer's certification of Date of Substantial Completion, continue correction and completion of work.
- 3.5 Upon Contractor's determination that work is finally complete; the Contractor shall submit written notice to Engineer and Owner, that work is ready for final inspection and the Contractor shall secure and transmit to the Engineer required closeout submittal, and shall deliver to the Owner, operation and maintenance data and spare parts.

4.0 Measurement and Payment

- 4.1 The Engineer's field representative shall be responsible to verify all measurements for payment.
 - 4.1.1 Material and/or work paid for by units of volume or area shall be measured by the Engineer. No work requiring such measure shall be covered until the

Engineer has completed the measure.

- 4.2 Scope of Payment: The Contractor shall receive and accept the compensation provided for in the contract as full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner in accordance with the plans and specifications including any Special Conditions and/or Supplementary Conditions; for any infringement of patent, trade mark or copyright, for all loss or damage arising from the nature of the work, or from the action of the elements; for all expenses incurred by, or in consequence of the suspension or discontinuance of the said prosecution of the work as herein specified, or from unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Engineer. The payment of any current or final progress payment or the acceptance of any portion of the work as provided in the specifications shall in no way affect the obligation of the Contractor, who at his own expense and cost, shall repair, correct, renew, or replace any defects or imperfections in the construction, strength, or quality of materials used in or about the construction of the work under the contract and this payment shall in no way affect his responsibility for all damages due or attributable to such defect or imperfections which may be discovered before final acceptance of the whole work, and the Engineer to be the judge of such defects or imperfections.
- 4.3 Payment for Testing: The Contractor shall pay for all testing of equipment and materials which is required prior to installation and during construction.
- 4.3.1 Results of these tests shall be submitted to the Engineer.
- 4.3.2 Contractor shall pay for the compaction test required by specifications.

5.0 Construction Schedule

- 5.1 The Contractor shall prepare a schedule to graphically identify each phase of the construction relative to time, at a scale, and spacing to allow updating. The schedule shall show the sequence of construction by activity to include: shop drawings, decision dates for finishes and products, equipment delivery, dates for beginning and completing each element of construction. The schedule shall be first submitted within 30 days after the date of the Notice to Proceed.
- 5.1.1 Schedules shall be updated periodically to show the percent completion of each activity at the first of each month and to identify changes in scope or changes in projected activity dates.

6.0 Shop Drawings

- 6.1 The Contractor shall submit shop drawings, data, and samples to the Engineer for all pipe, valves, and other items required by the Specifications. All data shall be identified as to location, date, project, deviations, and other pertinent data.

- 6.2 Samples shall be of sufficient size and quantity to clearly illustrate functional characteristics, construction, materials, size, weight, and other characteristics.
- 6.3 Contractor shall review shop drawings prior to submittal for compliance with the plans and specifications and shall verify field measurements, field construction data, dimensional data, and coordination with requirements of all trades and work. Responsibility for errors and omissions in submittals is not relieved by the Engineer's review. Deviations from the contract documents are not relieved by the Engineer's review of submittals, unless the Engineer gives written agreement with deviations. The Contractor shall notify the Engineer of deviations at the time of submittal.
- 6.4 The Engineer shall review submittals for compliance with the design concept and information in the Contract documents. Each submittal will be stamped appropriately by the Engineer and returned to the Contractor for action and distribution. Final "approved" shop drawings shall be submitted in sufficient copies for four copies to be retained by the Engineer/Owner plus copies required by the Contractor and supplier/manufacturer.

7.0 Contract Closeout

- 7.1 Final Inspection: The Contractor shall certify to the Engineer in writing that the Contract Documents have been reviewed, that the project has been inspected by the Contractor for compliance with the Contract documents, equipment and systems have been tested in the presence of the Owner's representative and are operational, and the project is completed and ready for inspection. The Engineer will inspect the project within ten days of receiving certification. If the work is finally complete, the Engineer will request the Contractor to submit contract closeout submittals. If the inspection indicates that work is not finally complete, the Engineer will notify the Contractor in writing, stating reasons. The Contractor will take immediate steps to remedy deficiencies and send a second notice to the Engineer, at which time the inspection procedure will be repeated.
 - 7.1.1 Should the Engineer be required to perform a second, or subsequent inspections because the work fails to comply with the original Contractor certification concerning final completion, the Owner will compensate the Engineer for additional services, and deduct the amount paid from the final payment to the Contractor.
- 7.2 Closeout Submittals: Project record documents shall be complete and shall include plans and specifications. Plans shall be clearly and legibly marked to show actual construction, horizontal and vertical location of underground utilities, field changes of dimensions and details, and other details not on the original plans.
- 7.3 Evidence of Payments and Release of Liens. The Contractor shall provide a Contractor's Affidavit of Payment of Debts and Claims and a Contractor's Affidavit of

Release of Liens with consent of surety to final payment. Separate releases or waivers of liens for subcontractors and suppliers, listing those parties, shall be provided, if requested by the Owner.

- 7.4 Final Adjustment: The Contractor shall submit a final statement of accounting and final request for payment showing all adjustments resulting from change orders, unit prices, deductions for uncorrected work, deductions for liquidated damages or reinspections, additions for bonuses, other adjustments, total contract sum, less previous payments and amount due. A final change order will be issued, if required, and final payment made in accordance with the General Conditions.
- 7.5 Post-Construction Inspections. Prior to expiration of one year from the date of substantial completion, the Engineer will inspect the project with the Owner and Contractor to determine the work required under provisions of the Contract.

8.0 Cleaning

- 8.1 The Contractor shall maintain premises, public and private property free from accumulations of waste, debris, and rubbish caused by the Contractor's operations. Upon completion of work, remove all waste, rubbish, tools, equipment, surplus materials and clean all surfaces, leaving the project clean and ready for occupancy.
 - 8.1.1 Control all volatile and hazardous waste to prevent danger to personnel or equipment. Comply with local ordinances and anti-pollution laws. Do not burn or bury waste materials on site. Do not dispose of wastes in storm drains, streams, or ditches.
 - 8.1.2 Pipeline work shall be backfilled and compacted, graded, and dressed as work progresses, as described in technical specifications. Particular care shall be taken along streets and highways to dress and clean daily as work progresses to provide adequate flagging; traffic control and to prevent a hazardous situation.
- 8.2 During site work, the Contractor shall clean at weekly intervals to dispose of waste and maintain a clean site.
- 8.3 Final cleaning shall be by experienced workmen. Broom clean paved surfaces. Rake clean other ground surfaces.

9.0 Project Record Documents

- 9.1 The Contractor shall maintain at the job site at least one copy of Contract drawings, specifications, addenda, reviewed shop drawings, change orders, other contract modifications, and field test records. The documents shall be clean, dry, legible, not used for construction, and available at all times for inspection by the Engineer and Owner. Each document shall be labeled "Project Record" and shall be kept current.

Work shall not be permanently concealed until needed information is recorded. Contract drawings shall be legibly marked to record actual construction.

- 9.2 At completion of the project, the Contractor shall submit the project record documents to the engineer stating that the marked plans, specifications, and other data are complete, showing the work as constructed.

10.0 Contract Documents

- 10.1 The documents listed herein are a part of this project and requirements of each part shall apply to the entire project as applicable.
- 10.2 Specifications dated **March 2025** containing all sections listed, and all addenda and amendments thereto.
- 10.3 Plans dated **March 13, 2025** Drawings No. **2023-021-1** to **2023-021-13**, including all revisions thereto.
- 10.4 All standards referenced in the contract documents and specifications refer to the latest revision of those standards.

11.0 Furnishing Documents

- 11.1 The Contractor shall maintain the present facilities in operation during new construction. Where connection with existing structures, piping, or utilities require altering present flow patterns and/or normal operating procedures, the Contractor shall notify the Owner and Engineer well in advance of the interference construction and shall alter normal operation only after approval from the Owner.

12.0 Maintaining Present Operation

- 12.1 The Contractor shall maintain the present facilities in operation during new construction. Where connection with existing structures, piping, or utilities require altering present flow patterns and/or normal operating procedures, the Contractor shall notify the Owner and Engineer well in advance of the interference construction and shall alter normal operation only after approval from the Owner.

13.0 Excavation

- 13.1 All excavation shall be unclassified, (and shall be included in the contract price), except for solid rock defined in Section 02316. Solid rock shall be paid for at the unit price for rock excavation in the bid schedule.

14.0 Salvage Material

- 14.1 Material determined salvageable by the Engineer and/or Owner shall be salvaged and

delivered to a site as directed by the Owner.

15.0 Approval of Material and/or Equal

- 15.1 Where any article, product, material, equipment, etc. is specified by manufacturer's name, it is intended to establish a standard of quality, type and characteristic, and not to limit competition. Similar systems, products, materials of other manufacturers shall be submitted for approval fourteen (14) days prior to the bid; however, the particular system product or material names specified shall be considered a standard. The final decision on the use of similar systems, products, materials of other manufacturers shall be made by the Owner.

16.0 Errors and Discrepancies

- 16.1 The Contractor shall, before the award of the Contract, report in writing to the Engineer any discrepancy to the attention of the Engineer, the subsequent decision of the Engineer as to which is correct shall be binding and final. In any event, any discrepancy appearing in the plans or specifications shall be called to the Engineer's attention for final instructions or adjustment prior to proceeding with the work; in no case shall the Contractor work in uncertainty.

17.0 Permits, Laws, and Regulations

- 17.1 Permits of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor as part of the cost of the work.
- 17.2 Permits for permanent structures or permanent changes in the existing facilities shall be secured and paid for by the Owner.
- 17.3 Building permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all local laws and ordinances where the work is being performed, and shall be liable for and shall make good all loss or damage resulting to anyone from any neglect or failure to comply with these requirements or otherwise. If the Contractor observes that the drawings and specifications are at variance with any legal requirements, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in this Agreement for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer, he shall bear all costs and damages arising therefrom. The Contractor shall pay all federal, state, or local sales and/or use taxes applicable to materials, processes or devices purchased or used in connection with the work under this contract.

18.0 Occupational Safety and Health Act (OSHA)

- 18.1 The Contractor will comply with Public Law 91 596 "Occupational Safety and Health Act" and such rules and regulations as promulgated by the Secretary of Labor under this act and under Section 107 of the Contract. Work hours and Safety Standards Act (PL91-54) and any state regulations issued under these acts. The Engineer and/or Owner assumes no responsibility for, and have no responsibility to control, the Contractors' means, methods, techniques, and safety precautions.

19.0 Stand-by Labour at Start-up

- 19.1 If necessary, the Contractor shall furnish labor, materials, and construction equipment as stand-by in case of trouble during the period of placing the work in service. Any stand-by labor and equipment required by the Contractor for this purpose shall be for the account of the Contractor. The Owner will not assume any obligations for such costs.

20.0 Subcontractors

- 20.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors; except that no more than thirty-five percent (35%) of the work included in this Contract shall be sublet, provided that, in special cases, a larger percentage of the work may be sublet if the Owner approves such procedure, in writing, prior to the time for receiving bids.
- 20.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. Approval will be considered after the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which shall contain such information as the Owner may require. No request for payment will be approved until this list has been received and approved by the Engineer.
- 20.3 The Contractor shall be responsible for the coordination of all trades, subcontractors, and material suppliers engaged upon his work. The Owner or Engineer will not undertake to settle differences between the Contractor and/or Subcontractors. See also Article 26 of General Conditions.

21.0 Lines, Grades, and Site Data

- 21.1 The Contractor shall establish utility line locations as shown on the Plans. The Engineer will establish control points for control of the work. The Contractor shall provide such stakes and nontechnical assistance as the Engineer may require for the work.

22.0 Public Convenience and Protection

- 22.1 During the progress of the work, the convenience and protection of the public must be provided for and interferences held to a minimum.
- 22.2 The Contractor shall, at all times, conduct the work in such a manner as to ensure the least practicable obstruction to public travel. The convenience of the general public and the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets shall be kept open at all times or suitable detours provided. When necessary to close streets, suitable signs and barriers shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Owner, law enforcement agencies, fire departments, and parties operating emergency vehicles shall be notified before the street is closed and again as soon as it is opened. Access to fire hydrants and other firefighting equipment shall be maintained at all times.
- 22.3 When necessary, the Contractor shall provide watchmen, and lights to burn between twilight and sunrise, and shall erect and maintain barriers and all other necessary protection about the work at their own expense. He shall also take other precautions necessary to protect life, limb, and property. The Owner reserves the right to remedy any neglect on the part of the Contractor in connection with the protection of the work after 24 hours notice in writing and, in cases of emergency, the Owner will have the right to remedy any neglect without previous notice; and in either case, deduct the cost of such remedy from money due to the Contractor.

23.0 Existing Facilities

- 23.1 Dimensions and elevations indicated on the drawings in reference to existing structures, location of utilities, or other information on existing facilities, are based on the best available data but are not guaranteed by the Owner. The Owner will not be responsible for their accuracy. Before proceeding with any work dependent upon such data, the Contractor shall field check and verify all utility locations, dimensions, grades, inverts, lines, elevations, or other conditions or limitations at the site of the work to avoid construction errors or damage to existing facilities. If work is performed by the contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or to repair damage to existing facilities, shall be assumed by the Contractor without additional cost to the Owner.
- 23.2 In executing the work, the contractor shall exert every effort not to damage existing facilities or to break into them. Damage that is done thereto shall be promptly repaired by the Contractor at his own expense. He shall not interrupt or interfere with the operation of the existing facilities during construction except when absolutely necessary. Whenever existing facilities or utilities must be taken out of service, the contractor shall consult with the Engineer and the Owner as to procedure, and shall be governed by their decision. Special notice shall be provided to utility customers and/or to the affected public where noted on the Plans.

- 23.3 The Owner does not guarantee that all existing buildings, structures, fences, pipelines, electrical lines, conduits, telephone cables, service connections, or other facilities are shown on the drawings. It shall be the contractor's responsibility to locate and protect all such existing facilities prior to beginning construction.
- 23.4 Existing surface or subsurface improvements, such as pavement, curbs, sidewalks, pipe, utilities, footings, structures, trees, and shrubbery, not indicated on the drawings or specified to be removed or altered, shall be protected from damage at all times during construction.
- 23.5 All such improvements damaged during construction shall be restored to a condition equal to that existing at the time of award of contract.
- 23.6 The Contractor shall connect his work to each part of the existing work or work previously installed in strict accordance with the drawings and specifications to provide a complete installation.
- 23.7 The Contractor shall do all cutting and patching of the work required to make the several parts fit together properly and to receive the work of others. The Contractor shall not endanger the work of others by cutting, excavating, or otherwise altering their work, and shall not cut or alter the work of others without the written consent of the Engineer. All cut and patched work shall be restored to the satisfaction of the Engineer.
- 23.8 The Contractor shall be responsible for removing and disposing of obstructions or obstacles at the job site or along the right-of-way to the satisfaction of the Engineer. Minor obstructions shall be removed and properly disposed of or protected and re-erected in as good condition as existing, at the same or other locations, as directed by the Engineer.
- 23.9 Fences, at the site or along the right-of-way, which interfere with construction operations, shall be maintained by the Contractor until completion of the work unless written permission is obtained from the Owner to leave the fence dismantled until construction is completed. The Contractor shall remove, rebuild and extend fences as necessary to keep livestock away from the construction area or from straying away. Upon completion of work, all fences shall be restored to their original location and condition, unless otherwise noted. The Contractor shall purchase new material, if necessary, to replace all materials damaged, lost, or destroyed.

24.0 Highway Encroachment Permits

- 24.1 The Contractor shall comply with the requirements of the highway encroachment permits. Cost for compliance shall be included in the Bid and no additional payment shall be included in the Bid and no additional payment shall be made therefore.

25.0 Litigation Value

- 25.1 Any controversy or litigation arising out of this Agreement shall be resolved by and venued in the courts of Union County, South Carolina.

- END OF SPECIAL CONDITIONS -

TECHNICAL SPECIFICATIONS

**Section 02230 – Right-of-Way Clearing
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1.0 General

1.1 Description

- 1.1.1 The work under this section includes providing all labor, materials, and equipment necessary for clearing, removing and disposing of all vegetation and debris (including earthen materials incidentally removed with vegetation and debris), and removing structures and obstructions located within the limits shown on the drawings or designated by the Engineer, except such objects as are designated to remain in place or are to be removed in accordance with other sections of these specifications.
- 1.1.2 The work shall also include the preservation from injury or defacement of all vegetation and objects designated to remain.
- 1.1.3 Contractor shall consult with Owner and Engineer prior to beginning clearing, and a full understanding is to be reached as to procedure. Contractor shall then conduct clearing operations in strict accordance with these agreements.
- 1.1.4 Operations of Contractor shall be conducted with full consideration of all proper and legal rights of Owner, and of adjacent property owners and public, and with least possible amount of inconvenience to them.

1.2 References

- 1.2.1 Not Applicable.

1.3 Shop Drawings & Submittal

- 1.3.1 Not Applicable.

2.0 Materials & Equipment

2.1 General

- 2.1.1 Only such methods, tools and equipment as are approved by the Engineer and which will not affect any property to be preserved shall be adopted for the work.

3.0 Execution

3.1 General

- 3.1.1 Keep roads and walkways free of dirt and debris at all times and maintain a traversable right of way after clearing.
- 3.1.2 Protect trees and vegetation to be left standing from damage incident to clearing and construction operations by the erection of barriers or by such other means as the circumstances require.

- 3.1.3 Protect existing utility lines that are indicated to remain from damage. Notify the Owner/Engineer immediately of damage to or an encounter with an unknown existing utility line.
- 3.1.4 The Contractor is responsible for the repair of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing operations. When utility lines which are to be removed are encountered within the area of operations, notify the Owner/Engineer in ample time to minimize interruption of the service.
- 3.1.5 All holes resulting from the removal of obstructions shall be backfilled with suitable material and compacted to a minimum 85% standard proctor.

3.2 Clearing

- 3.2.1 Clearing consists of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Clearing also includes the removal and disposal of structures that obstruct, encroach upon, or otherwise obstruct the work.
- 3.2.2 Trees within the designated area for clearing shall be cut off flush with or below the original ground surface trees, stumps, roots, brush, and other vegetation in areas to be cleared, except such trees and vegetation as may be indicated or directed to be left standing.
- 3.2.3 Trim dead branches that are 1-1/2 inches or more in diameter on trees designated to be left standing within the cleared areas and trim all branches to the heights indicated or directed. Neatly cut close to the bole of the tree or main branches, limbs and branches to be trimmed.
- 3.2.4 Except for areas specified on the plans, the width of clearing shall be 75 feet, 37.5 feet from center each-way, along the alignment specified on the plans.

3.3 Tree Removal

- 3.3.1 Where indicated or directed, trees and stumps that are designated as trees shall not be removed from areas outside those areas designated for clearing. Dispose of trees as specified in paragraph Disposal of Materials.

3.4 Pruning

- 3.4.1 Prune trees that are designated to be left standing that encroach upon the designated clearing area of dead branches 1-1/2 inches or more in diameter; and trim branches to heights and in a manner as indicated. Neatly cut limbs and branches to be trimmed close to the bole of the tree or main branches.

3.5 Wetlands

- 3.5.1 The wetland areas shall be cleared and stumps shall remain in place. Stumps shall be cut off within 12 inches of ground level in the wetland area. Contractor shall confirm right-of-way width and wetland clearing limits prior to beginning work.

3.6 Disposal of Materials

- 3.6.1 Dispose of excess materials into an approved landfill as directed by the Owner and the Engineer.

4.0 Testing, Inspection & Commissioning

4.1 General

- 4.1.1 Not Applicable.

4.2 Inspection

- 4.2.1 The Engineer and Owner shall conduct periodic progress inspections during the contract period to observe general workmanship, site organization and waste management of the Contractor. The Contractor shall be responsible for implementing corrective actions at the verbal or written direction of the Owner or Engineer.
- 4.2.2 After substantial completion of the clearing, the Owner and Engineer shall complete a final site inspection to review the contractor's work and ensure that the work has been completed in accordance with the plans and specifications. Any deficiencies will be recorded and provided to the Contractor for corrective action or remediation in the form of a punch list. The Contractor will be responsible for satisfying the punch list within 14 calendar days of provision of the punch list.
- 4.2.3 The Contractor shall be responsible for notifying the Engineer of any unanticipated site conditions or conditions that prevent the work from being completed in the specified manner that are discovered during the work. The Contractor is responsible for communicating these conditions as soon as practicable in order for alternative plans or corrective actions to be developed and implemented in a timely manner.

5.0 Method of Measurement & Payment

5.1 Basis of Payment

- 5.1.1 Where clearing is a separate item in the bid schedule, the payment will be on the basis of area cleared. The payment shall be full compensation for furnishing all labor, materials, tools, and equipment necessary for the clearing of the designated areas as specified in these specifications or as directed by the Engineer including the removal and disposal of all resulting material.

- END OF SECTION -

**Section 02370 – Erosion and Sediment Control
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1.0 General

1.1 Description

- 1.1.1 This section covers the temporary measures needed to control erosion and water pollution. These temporary measures shall include, but not be limited to, berms, dikes, dams, sediment basins, erosion control mats, netting, gravel, mulches, grasses, slope drains, and other erosion control devices or methods. These temporary measures shall be installed at the locations where needed to control erosion and water pollution during the construction of the project, and as directed by Engineer, and as shown on the Plans.
- 1.1.2 The erosion control measures presented in the Plans serves as a minimum for the requirements of erosion control during construction. The Contractor has the ultimate responsibility for providing adequate erosion control and maintaining water quality throughout the duration of the project. Therefore, if the provided plan is not working sufficiently to protect the project areas, then the Contractor shall provide additional measures as required to obtain the required protection.

1.2 References

- 1.2.1 Refer to Section 02230 for Right-of-Way Clearing specifications.
- 1.2.2 Refer to Section 02920 for Grassing specifications.

1.3 Shop Drawings & Submittal

- 1.3.1 The Contractor shall submit the following for review and approval by the Engineer:
- 1) Product data for materials proposed for use.
 - 2) Plan for disposal of waste.

2.0 Materials & Equipment

2.1 General

- 2.1.1 All materials shall be submitted for approval prior to installation.
- 2.1.2 Materials may include hay bales, straw, fiber mats, fiber netting, wood cellulose, fiber fabric, gravel, and other suitable materials, and shall be reasonably clean, free of deleterious materials, and certified weed free.
- 2.1.3 All erosion and sediment control measures shall conform to the SC DES/local governing authority's stormwater best management practices (BMPs) standards as provided on the Plans or as directed by the Engineer.

3.0 Execution

3.1 General

- 3.1.1 All temporary and permanent erosion and sediment control practices shall be maintained

- and repaired as needed to ensure continued performance of their intended function.
- 3.1.2 Owner or his designated Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) shall monitor the Contractor's erosion control and work methods:
- 1) If the overall function and intent of erosion control is not being met, Engineer/Owner will require the Contractor to provide additional measures as required to obtain the desired results.
 - 2) Costs for any additional erosion control measures shall be paid for at contract unit prices.
- 3.1.3 The erosion control features installed by the Contractor shall be adequately maintained by the Contractor until a Notice of Termination (NOT) is issued by the governing regulatory authority.
- 3.1.4 If the land disturbance activities are to be conducted in wetlands/watercourses, the work shall not commence prior to receiving applicable local, state and/or federal permits. The Contractor shall be responsible for ensuring that all the requirements of these permits are being satisfied.
- 3.1.5 Construction vehicles shall be kept out of wetlands/watercourses to the extent possible.
- 3.1.6 Where work in wetlands/watercourses is necessary, the channel (including bed and banks) shall always be re-stabilized immediately after the work is completed.
- 3.1.7 Where a live (wet) watercourse must be crossed by construction vehicles during construction, a Temporary Stream Crossing shall be provided for this purpose.

3.2 Protection of Adjacent Properties

- 3.2.1 Properties adjacent to the site of a land disturbance shall be protected from sediment deposition.
- 3.2.2 In addition to the erosion control measures required on the drawings, perimeter controls may be required if damage to adjacent properties is likely, and may include, but is not limited to:
- 1) Vegetated buffer strip around the lower perimeter of the land disturbance.
 - 2) Sediment barriers such as straw bales, erosion logs, and silt fences.
 - 3) Sediment basins and porous landscape detention ponds.
 - 4) Combination of above measures.

3.3 Construction

- 3.3.1 Unless otherwise directed by the Engineer, the Contractor shall follow the construction sequence provided on the Plans.
- 3.3.2 Construction entrances and perimeter controls (e.g. silt fence) shall be installed before any land disturbing activities is initiated. Where sediment is transported onto a public road surface, the roads shall be cleaned thoroughly at the end of each day. Street

- washing shall be allowed only after sediment is removed in this manner.
- 3.3.3 Sediment barriers, perimeter dikes, and other measures intended to either trap sediment or prevent runoff from flowing over disturbed areas shall be constructed as a first step in grading and be made functional before land disturbance takes place.
 - 3.3.4 All storm sewer inlets which are made operable during construction or which drain stormwater runoff from a construction site shall be protected from sediment deposition by the use of filters.
 - 3.3.5 Stormwater outlets shall also be stabilized prior to any upstream land disturbing activities.
 - 3.3.6 All the disturbed site shall be permanently stabilized (see Section 02920 for Grassing specifications) before removal of any sediment and erosion control measures.

4.0 Testing, Inspection & Commissioning

4.1 General

- 4.1.1 After the Engineer/Owner has determined that the project areas have been stabilized according to the regulatory requirements and the approval of the local governing authority, the Contractor shall remove all remaining erosion control measures.
- 4.1.2 Any damage to the site shall be repaired to the satisfaction of the Engineer/Owner and at no cost to the Owner.

5.0 Method of Measurement & Payment

5.1 Basis of Payment

- 5.1.1 Payment for erosion and sediment control shall be at the unit bid price. If no unit bid price is included, all erosion control measures required by the Plans and Specifications shall be included in the total bid amount.
- 5.1.2 Payment shall include compensation for furnishing all materials, labor, and equipment, necessary to complete the work in accordance with the Plans, Specifications, and other terms of the Contract.

- END OF SECTION -