

ADDENDUM #1

MCKENZIE COUNTY
PROJECT NUMBER MCK-BR2018(001)
LITTLE BEICEGEL CREEK

Issued: May 6, 2025

The Contractor shall note the following changes included in this Addendum #1.

PLAN SHEET CHANGES

SHEET 8-1

- Updated Concrete Slope Protection quantity
- Updated Geosynthetic Reinforcement quantity

SHEET 20-3

- Revised Hollow Anchor callout and Note #1

SHEET 60-1

- Updated quantities for concrete slope protection and geosynthetic reinforcement

SHEET 60-3

- Updated scale

The Contractor shall acknowledge receipt of this addendum when submitting their bid.



Alex Chapla, PE
Design Lead
ND License No. 41087



McKENZIE COUNTY

Construction Documents - Project Manual

Little Beicegel Creek Revetment
County Project No. – MCK-BR2018(001)

Issued for Bid – April 23, 2025

McKenzie County

Watford City, North Dakota



Contract Documents

Engineer's Certification Statement



I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of North Dakota.

Alex Chapla /s/

CONTRACT DOCUMENTS

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TECHNICAL SPECIFICATIONS

NDDOT Standard Specifications for Road and Bridge Construction 2024.....Incorporated by Reference

SPECIAL PROVISIONS TO THE TECHNICAL SPECIFICATIONS

SP1 ArmorFlex – Hydraulic Performance Specification
SP2 High Tensile Strength Wire Mesh Slope Facing
SP3 Soil Anchors

CONSTRUCTION PLANS

Plan set titled “**Little Beicegel Creek Revetment**” Project Number: MCK-BR2018(001)

Standard Drawings.....As Specified in Plan Sheets, Incorporated by Reference

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McKenzie County
Watford City, North Dakota
Little Beicegel Creek Revetment

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of Little Beicegel Creek Revetment – 12108.01 will be received by McKenzie County, at the office of the County Auditor/Treasurer, Erica Johnsrud, 201 5th St. NW, Suite 543, Watford City, ND 58854 until 9:00 am CT on May 8th, 2025 at which time the Bids received will be publicly opened and read. McKenzie County will not accept electronic bids for this project. Late bids will be deemed unresponsive.

The project consists of the regrading/restoration of Little Beicegel Creek including, but not limited to the following: CHANNEL REGRADING, ARTICULATED CONCRETE MAT, EROSION CONTROL, FENCING, MOBILIZATION, TRAFFIC CONTROL, MOBILIZATION and other items, plus incidentals, as fully described in the bid documents and construction drawings.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis. All work under this advertisement shall be started on a date to be specified in a written notice to proceed from the McKenzie County Board of Commissioners. Work is expected to be substantially complete and ready for final payment on the dates specified in C-520 Agreement between Owner and Contractor (Agreement) as contained in the Contract Documents. Provisions for liquidated damages are also defined in the Agreement.

The complete set of Contract Documents, including drawings and specifications, is on file with the Owner at the County Auditor's Office and the office of SRF Consulting Group, Inc. (701.354.2409), 2370 Vermont Avenue, Bismarck, ND 58504. Digital Contract Documents are also available from QuestCDN (eBidDoc #9586444) and can be accessed from the official McKenzie County Bid and RFP/RFQ Notices Website. The cost for downloaded (electronic) plans and bid documents via QuestCDN is \$30. The official Plan Holders list can be viewed for the project on the QuestCDN website. Only electronic plan holders downloaded via QuestCDN will receive addendum notifications. Contractors using any other means for obtaining plans and specifications must periodically check the QuestCDN website for any addenda. An optional paper set of project documents is also available for a non-refundable price of \$100 per set at SRF Consulting Group, Inc. (701.354.2409), 2370 Vermont Avenue, Bismarck, ND 58504. Additional Supplemental Design Data including the geotechnical report, alignments, and existing/proposed surfaces are available upon request from SRF Consulting Group, Inc.

Questions during bidding should be directed to the McKenzie County Engineer's Office, Grace Demars at (701) 444-7168.

Each bid will be submitted on the basis of a cash payment for work. The bid shall be accompanied by a Bidder's Bond and North Dakota Contractors licenses in a separate envelope. The Bid Bond shall be in the amount of five percent (5%) of the full amount of the bid, executed by the Bidder as Principal and by a Surety Company authorized to do business in ND as required by Section 48-01.2-5. If the Principal's bid is accepted by McKenzie County and the contract is awarded, the Principal, within 10 days after the Notice of Award, will be required to execute and affect a contract in accordance with the terms of the Principal's bid and any requirements and conditions of the McKenzie County Board of Commissioners. If a successful bidder does not execute a contract within ten days, the bidder's bond must be forfeited to McKenzie County and the project will be awarded to the next lowest acceptable bidder.

All bidders must be licensed for the highest amount of their bids, as required by Section 43-07-05 and Section 43-07-12 of the North Dakota Century Code and a copy of the license or certificate of renewal thereof issued shall be enclosed in the required bid bond envelope.

No bid will be considered which does not fully comply with the above provisions as to Bond and Licenses, and any deficient bid submitted will be resealed and returned to the Bidder immediately.

McKenzie County reserves the right to reject any and all bids submitted and to hold all bids for a period not to exceed forty-five (45) days from said date of opening and to hold the three low bids and bid securities for a period not to exceed sixty (60) days from said date of bid opening. McKenzie County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in its solicitation of bids.

Owner: McKenzie County, North Dakota
By: Erica Johnsrud, County Auditor/Treasurer
Date of Publication: April 23rd, April 30th

+ + END OF ADVERTISEMENT FOR BIDS + +

Section C-200 – Instruction to Bidders

ARTICLE 1 – DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Bidder* – One who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits to a Bidder.

B. *Design Engineer* – SRF Consulting Group, Inc.

C. *Engineer* – McKenzie County Office of the Engineer. Inquiries should be directed to McKenzie County Engineer's Office, Grace Demars at (701) 444-7168

D. *Issuing Office* – SRF Consulting Group, Inc. – Bismarck Office

E. *Owner* – Board of Commissioners for McKenzie County, North Dakota.

F. *Successful Bidder* – The lowest responsible and qualified Bidder submitting a responsive Bid to whom the Owner makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement for bids.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.1 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. A list of proposed subcontractors.
- B. Bidder's proposed key staff and qualifications.
- C. List of three completed projects of similar work and character to the Project being bid, including references.
- D. Any materials necessary to demonstrate the ability to complete the Project as requested by the Engineer and/or Owner

- 3.2 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.3 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.4 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE;
OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.1 *Site and Other Areas*

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

4.2 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.3, 5.4, and 5.5 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.3 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.4 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.5 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.1 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observation obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-bid conference will not be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 – BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.1 and 6.2 of the General Conditions. Place the Bid bond in a separate envelope attached to the outside of the envelope containing the Bid form.
- 8.2 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.3 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the

Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.4 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.1 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.2 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.2 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 12.3 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work for which such documentation is required. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.4 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.6 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.1 The Bid Form (Section 410) is included with the Bidding Documents. Submittal of a responsive bid includes the return of Section 410 Bid Form in its entirety including all required acknowledgements of addenda, unit price Bid Schedule and required signatures.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.2 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.3 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.4 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.5 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.6 A Bid by a joint venture shall be executed by an authorized representative of each joint

venture in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

- 13.7 All names shall be printed in ink below the signatures.
- 13.8 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.9 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.11 The Bidder may substitute a computer printed spreadsheet bid schedule for the Bid Schedule found in Section 00410 Bid Form. The substitute schedule shall be attached to the last page of the supplied Bid Form (Section 00410).
- A. The following information shall appear on top of each page of the computer printed bid schedule:
1. Project Name
 2. Date of Bid Opening
 3. Location (as defined in the Advertisement for Bid)
 4. Description of Work
 5. Page Number
 6. Bidder's Name and Address
 7. Acknowledgement of Addenda
- B. The substitute bid schedule shall be printed on sheets of approximately the same size as the bid schedule in the Bid Form, and the words and numerals shall be clear and legible. Each page shall be arranged, numbered and contain the same bid items and column headings as the bid schedule in Section 00410 Bid Form.
- C. Each bid item shall be separated from the bid items above and below it by one or more blank spaces. Solid lines for separating columns and items are not required, but dashed lines may be placed either vertically or horizontally.
- D. The total sums(s) of the bid shall be entered at the same relative location as the standard Bid Schedule.
- E. The Bidder, or authorized representative, shall sign the substitute bid schedule on the last page of the computer printout. The signer's name and title shall be printed below or besides the signature. The person signing the schedule shall sign and complete the Affidavit in Section 00410 Bid Form as normally required.

- F. In case of discrepancies between item descriptions or quantities in the Bid Schedule include in Section 00410 Bid Form and those on the computer printed bid schedule, the Bid Schedule include in Section 00410 Bid Form will govern. The unit prices shown on the computer printed bid schedule will govern the final price for comparison of bids. Any omitted items or missed items will be considered as a “zero” unit price and no payment will be considered for that item.

ARTICLE 14 – BASIS OF BID

14.1 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.3 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.2 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.2.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.1 The completed and signed Bid Form is to be completed and submitted with the required Bid security, North Dakota Contractor's license and the other documents required to be submitted under the terms of Article 7 of the Bid Form. Submittal of a responsive bid includes the return of Section 00410 Bid Form in its entirety including all required acknowledgements of addenda, unit price Bid Schedule and required signatures.
- 15.2 No electronic submitted Bids will be accepted

- 15.3 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the address shown on the Advertisement for Bid.
- 15.4 Attached to the outside of the plainly marked Bid envelope shall be a separate sealed envelope identifying the name of the Bidder and containing the following documents:
- A. Bid Security as defined in Article 8 herein
 - B. Copy of current Contractor's license or renewal certificate
- 15.5 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.1 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.2 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.1 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.3 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.1 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.2 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.3 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item and any combination of alternative bids deemed applicable by the Owner.
- 19.4 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within ten days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.2 of the General Conditions.

Section C-410 – Bid Form

PROJECT IDENTIFICATION

Little Beicegel Creek Revetment

ARTICLE 1 – BID RECIPIENT

1.1 This Bid is submitted to:

Erica Johnsrud
McKenzie County Auditor
201 5th St. NW, Suite 543
Watford City, ND 58854

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

2.2 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

Section C-410 – Bid Form

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The Bidder understands that utility conflicts may exist and is required to directly coordinate with the affected utility companies and to work around the existing conflicts when the utility companies are working to move their facilities.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

Section C-410 – Bid Form

ARTICLE 4 – BIDDER’S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract

Section C-410 – Bid Form

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Little Beicegel Creek Revetment MCK-BR2018(001) - Base Bid						
SPEC	CODE	ITEM DESCRIPTION	UNIT	TOTAL	BID UNIT PRICE	PRICE BID
103	0100	Contract Bond	LSUM	1	\$	\$
202	0290	Removal of Slope Protection	SY	384	\$	\$
202	0312	Remove Existing Fence	LF	252	\$	\$
210	0127	Channel Excavation	LSUM	1	\$	\$
251	0200	Seeding Class II	ACRE	0.29	\$	\$
251	2000	Temporary Cover Crop	ACRE	0.29	\$	\$
253	0201	Hydraulic Mulch	ACRE	0.58	\$	\$
255	0102	ECB Type 2	SY	1405	\$	\$
256	0701	Remove and Replace Riprap	CY	94	\$	\$
258	0100	Concrete Slope Protection	SY	740	\$	\$
261	0112	Fiber Rolls 12 IN	LF	432	\$	\$
261	0113	Remove Fiber Rolls 12 IN	LF	432	\$	\$
702	0100	Mobilization	LSUM	1	\$	\$
704	1000	Traffic Control Signs	UNIT	192	\$	\$
704	1052	Type III Barricade	EA	2	\$	\$
709	0200	Geosynthetic Reinforcement	SY	776	\$	\$
714	9680	Plug Pipe-All Types & Sizes	EA	2	\$	\$
752	0200	Fence Barbed Wire 4 Strand	LF	268	\$	\$
752	0905	Temporary Fence	LF	184	\$	\$
Total Bid					\$	

Total Bid Price Using Base Bid

(written in words)

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Section C-410 – Bid Form

ARTICLE 6 – TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.6 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.1 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security as defined in Article 8 of the Instructions to Bidders
 - B. Copy of North Dakota contractor's license or certificate of renewal
- 7.2 Other Requirements: None Identified

ARTICLE 8 – DEFINED TERMS

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

Section C-410 – Bid Form

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _

[Printed name] _

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

Attest:

[Signature] _

[Printed name] _

Title: _

Submittal Date: _

Address for giving notices:

Telephone Number: _

Fax Number: _

Contact Name and e-mail address: _

North Dakota Contractor's License No. _

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER:

McKenzie County
201 5th St NW, Ste 543
Watford City, ND 58854

BID

Bid Due Date: May 8th, 2025 @ 09:00 AM CT
Description: Little Beicegel Creek Revetment

BOND

Bond Number:
Date:
Penal sum _

(Words)

(Figures)

\$ _

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

BIDDER

SURETY

- (Seal) _

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _
Signature

By: _
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _
Signature

Attest: _
Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint ventures, if necessary.



PENAL SUM FORM

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

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between McKenzie County (“Owner”) and
____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of the regrading/restoration of Little Beicegel Creek including, but not limited to the following: CHANNEL REGRAIDING, ARTICULATED CONCRETE MAT, EROSION CONTROL, FENCING, MOBILIZATION, TRAFFIC CONTROL, MOBILIZATION and other items, plus incidentals, as fully described in the bid documents and construction drawings.

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Little Beicegel Creek Revetment

ARTICLE 3 - ENGINEER

- 3.1 The part of the Project that pertains to the Work has been designed as SRF Consulting Group, Inc. (“Design Engineer”)
- 3.2 The Owner has appointed the Office of the County Engineer (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.1 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2 *Contract Times: Dates*
- A. The Work will be substantially completed on or before October 31, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 15, 2025.

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

4.3 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.1 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner liquidated damages, as stated in the NDDOT Standard Specifications for Road and Bridge Construction 2024, for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.2.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner liquidated damages, as stated in the NDDOT Standard Specifications for Road and Bridge Construction 2024, for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.4 *Special Damages: Not Applicable*

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.3 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. Total Contract Amount based on the Unit Price Work.
 - D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Owner will prepare an Application of Payment.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the twentieth (20th) day of each month during performance of the Work as provided in Paragraph 6.2.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90-percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0-percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.1.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.6 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.6.

ARTICLE 7 – INTEREST: NOT USED

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (Section C-520).
 2. Performance bond (Section C-610).
 3. Payment bond (Section C-615).
 4. Other bonds.
 5. General Conditions (Section C-700).
 6. Supplementary Conditions (Section C-800).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Construction Plan Set (not attached; incorporated by reference)
 9. Addenda.
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Section C-410).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms*

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

10.2 *Assignment of Contract*

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

10.3 *Successors and Assigns*

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

10.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

SECTION C-520 – AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

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

This Agreement will be effective on {Date of Signature} (which is the Effective Date of the Contract).

OWNER:

By:

Title:

CONTRACTOR:

By:

Title:

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

Attest:

Address for giving notices:

Attest:

Address for giving notices:

License #:

*(Attach evidence of authority to sign and resolution
or other documents authorizing execution of this
Agreement.)*

Section C-610 – Performance Bond

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

OWNER
McKenzie County
201 5th St NW, Ste. 543
Watford City, ND 58854

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: Little Beicegel Creek Revetment

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal
(seal)

(seal) _____
Surety's Name and Corporate Seal

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for

correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court in McKenzie County, North Dakota.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

16. Modifications to this Bond are as follows:

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SECTION C-615 – PAYMENT BOND

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

OWNER

McKenzie County
201 5th St NW, Ste. 543
Watford City, ND 58854

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): Little Beicegel Creek Revetment

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

(seal)

Surety's Name and Corporate Seal

(seal)

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

SECTION C-615 – PAYMENT BOND

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

1.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of nonpayment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

1.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

1.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

1.2 Pay or arrange for payment of any undisputed amounts.

1.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the

SECTION C-615 – PAYMENT BOND

Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

1.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the

Construction Contract;

4. A brief description of the labor, materials, or equipment furnished;

5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

1.2 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

1.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

1.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

1.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.1 *Defined Terms*

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

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.1 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.3, 5.4, and 5.6.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.2 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.3 or 15.4).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 *Delivery of Bonds and Evidence of Insurance*

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

2.2 *Copies of Documents*

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

2.3 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.4 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.3.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.5 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.3.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.6 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.1 *Intent*

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

3.2 *Reference Standards*

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

No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.3 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.1. Contractor's failure to adhere to the aforementioned conditions will result in Contractor's forfeiture of payment.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.1.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

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

3.4 *Requirements of the Contract Documents*

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

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

3.5 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.5 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.1 *Commencement of Contract Times; Notice to Proceed*

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

4.2 *Starting the Work*

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

4.3 *Reference Points*

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

4.4 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.5 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.5) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.4, or as Owner and Contractor may otherwise agree in writing.

4.5 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.3 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.1 *Availability of Lands*

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

5.2 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or

areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by legal action or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court legal costs or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.3 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.4 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.3 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.4.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.3; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.4.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.5 *Underground Facilities*

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

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.3;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.5.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 15 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.6 *Hazardous Environmental Conditions at Site*

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

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

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.6.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- E. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- F. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- G. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- H. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs,

- losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.6.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.6.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or legal costs or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. The provisions of Paragraphs 5.3, 5.4, and 5.5 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.1 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.8, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.2 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.3 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.

5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.3 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.4 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.3, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.5 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.5, Paragraphs 6.6 and 6.7, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

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

- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.5 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.4, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.5, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.6 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.5, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.4, after Substantial Completion pursuant to Paragraph 15.3, or after final payment pursuant to Paragraph 15.6.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.6.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.7 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.5 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.1 *Supervision and Superintendence*

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

7.2 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.3 *Services, Materials, and Equipment*

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

7.4 *"Or Equals"*

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

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.5.

7.5 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.5.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:

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

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.5.D, by timely submittal of a Change Proposal.

7.6 *Concerning Subcontractors, Suppliers, and Others*

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

- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.7 *Patent Fees and Royalties*

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

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or legal costs or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.8 *Permits*

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

7.9 *Taxes*

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

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or legal costs or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.3.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

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

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

7.13 *Safety Representative*

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

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

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

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

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

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

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.1 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

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

8.2 *Coordination*

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

8.3 *Legal Relationships*

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

ARTICLE 9 – OWNER’S RESPONSIBILITIES

9.1 *Communications to Contractor*

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

9.2 *Replacement of Engineer*

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

9.3 *Furnish Data*

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

9.4 *Pay When Due*

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

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

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.1.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.3.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.6 *Insurance*

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

9.7 *Change Orders*

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

9.8 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.2.B.

9.9 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.6.

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.1 *Owner's Representative*

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

10.2 *Visits to Site*

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

10.3 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.8. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.4 *Rejecting Defective Work*

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

10.5 *Shop Drawings, Change Orders and Payments*

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

10.6 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.3.

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

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

10.8 *Limitations on Engineer's Authority and Responsibilities*

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

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.9 *Compliance with Safety Program*

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

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

11.1 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.4 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.
- 11.2 *Owner-Authorized Changes in the Work*
- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.
- 11.3 *Unauthorized Changes in the Work*
- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.5.
- 11.4 *Change of Contract Price*
- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.6. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.3); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.1) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.4.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.1.B.1 and 13.1.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.1.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.4.C.2.a and 11.4.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.1.A.1 and 13.1.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.1.B.4, 13.1.B.5, and 13.1.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.4.C.2.a through 11.4.C.2.e, inclusive.

11.5 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.6. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.5, concerning delays in Contractor's progress.

11.6 *Change Proposals*

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

11.7 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.2, (b) required because of Owner's acceptance of defective Work under Paragraph 14.4 or Owner's correction of defective Work under Paragraph 14.7, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.6, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.7, it shall be deemed to be of full force and effect, as if fully executed.

11.8 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.1 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Section intentionally left blank.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.1 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.1 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.1.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.1.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.5), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.1.B.1 or specifically covered by Paragraph 13.1.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.4.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.2 Allowances

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

13.3 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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

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

14.1 *Access to Work*

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

14.2 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.5.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.3 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.4 *Acceptance of Defective Work*

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

14.5 *Uncovering Work*

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

14.6 *Owner May Stop the Work*

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

14.7 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.7, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.7 will be charged against Contractor as setoffs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.7.

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

15.1 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.3. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.3, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.1.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

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

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.7, or has accepted defective Work pursuant to Paragraph 14.4;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.1.C.1 and subject to interest as provided in the Agreement.

15.2 *Contractor's Warranty of Title*

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

15.3 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.4 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.3.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.3 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.5 regarding builder's risk or other property insurance.

15.5 *Final Inspection*

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

15.6 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.6.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.7. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.7 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.5, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.8 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or legal costs or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 *Owner May Suspend Work*

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

16.2 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.2.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.2.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

- E. If Owner proceeds as provided in Paragraph 16.2.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.1.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.2.B and 16.2.D.

16.3 *Owner May Terminate For Convenience*

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

16.4 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.3.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.1 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. *Venue and Choice of Law:* Venue for any court action under the Contract documents shall lie only in the state or federal courts in the State of North Dakota, which are deemed courts of competent jurisdiction under the Contract documents. Such court actions shall be interpreted under North Dakota law.

ARTICLE 18 – MISCELLANEOUS

18.1 *Giving Notice*

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

18.2 *Computation of Times*

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

18.3 *Cumulative Remedies*

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

18.4 *Limitation of Damages*

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

18.5 *No Waiver*

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

18.6 *Survival of Obligations*

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

18.7 *Controlling Law*

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

18.8 *Headings*

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

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SECTION C-800 – SUPPLEMENTARY CONDITIONS

I. SUPPLEMENTARY CONDITIONS

A. *Caption and Introductory Statements*

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.1 *Defined Terms*

SC-1.1. Add to the following additional paragraph to item #40 Substantial Completion

The Engineer will consider the work substantially complete when the Project is open to the traveling public and all necessary signing, pavement marking, guardrail, and other safety appurtenances have been installed.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.2 *Copies of Documents*

SC-2.2.A. Amend the first sentence of Paragraph 2.2.A. to read as follows:

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

SC-2.2 Add the following new paragraph immediately after Paragraph 2.2.B:

- C. Conformed documents incorporate and integrate Addenda and amendments negotiated prior to the Effective Date of the Contract. The conformed documents are produced for the convenience of the user and are not binding on the Owner nor do conformed documents take the place of the Contract Documents.

SECTION C-800 – SUPPLEMENTARY CONDITIONS

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.1 *Intent*

SC-3.1 Add the following new paragraphs immediately after Paragraph 3.1.E:

- F. The Specifications may vary in form, format and style. Some specification sections are written in varying degrees of streamlined or declarative style and some sections may be relatively narrative by comparison. Omissions of such words and phrases as "the Contractor shall," "in conformity with," "as shown," or "as specified" are intentional in streamlined sections. Omitted words and phrases shall be supplied by inference. Similar types of provisions may appear in various parts of a section or articles within a part depending on the format of the section. The Contractor shall not take advantage of any variation of form, format or style in making claims for extra Work.
- G. The cross referencing of specification sections under the subparagraph heading "Related Sections include but are not necessarily limited to:" and elsewhere within each specification section is provided as an aid and convenience to the Contractor. The Contractor shall not rely on the cross referencing provided and shall be responsible to coordinate the entire Work under the Contract Documents and provide a complete Project whether or not the cross referencing is provided in each section or whether or not the cross referencing is complete.

SC-3.2 *Reference Standards*

SC-3.2 Add the following immediately after Paragraph 3.2.A2:

B. Governing Technical Specifications

1. By reference, the governing technical specifications shall be the NDDOT Standard Specifications for Road and Bridge Construction, 2024 (Sections 150-800), Supplemental Specifications effective on the date the project is advertised, standard drawings currently in effect, and other contract provisions submitted herein. Wherever the word Department is found within these sections it shall be replaced with the word Owner. Section 100, General Provisions, will not apply with the exception of the following sections or sub-sections:

- 101 Abbreviations and Definitions
- 104.02 C. Contract Revisions
- 105.01 General
- 105.02 Contract Requirements
- 105.03 Cooperation with Utility Owners
- 105.05 Coordination of the Contract Documents
- 105.06 Character of Workers, Methods, and Equipment
- 105.07 Conformance with the Contract Requirements
- 105.09 Authority of the Engineer
- 105.10 Construction Staking
- 105.12 Maintenance During Construction
- 105.13 Protection of the Work
- 105.14 Opening to Traffic
- 106.01 General Methods of Materials Acceptance
- 106.02 D Aggregate Source Limitations
- 106.03 Storage of Materials
- 106.04 Handling Materials
- 106.05 Stockpiling Aggregate and Salvaged Materials
- 106.06 Use of Material Found Within the Right of Way
- 106.08 Buy American Products

SECTION C-800 – SUPPLEMENTARY CONDITIONS

- 107.02 Permits, Licenses, and Taxes
- 107.05 Material Source Approval
- 107.07 Responsibility to the Public
- 107.08 Haul Roads
- 107.13 Railroad Provisions
- 107.15 Hazardous Material
- 107.17 Removed Material
- 107.18 High Visibility Clothing
- 108.01 Subletting of Contract
- 108.02 Preconstruction Conference
- 108.03 Progress Schedule
- 108.06 Determination of and Extension to the Contract Time
- 108.07 Unsatisfactory Progress and Failure to Complete

Within the Contract Time

- 109.01 Measurement of Quantities
- 109.03 Compensation for Contract Revisions

Parties agree that the sections or subsections of Section 100, General Provisions, that are included above will supersede any conflicting contract document material. Parties agree that any reference to sections or sub-sections of Section 100, General Provisions, that are not included above will be redirected to the applicable sub-sections or sections of the contract documents provided or the reference will be considered deleted if it is not relevant to this contract.

SC-3.3 *Reporting and Resolving Discrepancies*

SC-3.3 Add the following immediately after Paragraph 3.3.B.1.b:

2. Coordination of the Contract Documents

Each contract document is an essential part of the contract; a requirement occurring in one is as binding as though occurring in all. McKenzie County intends the contract documents to be complementary and to describe and provide for a complete work.

In case of discrepancy between the contract documents, use the following order of precedence (each contract document is in descending order of precedence, for example, addenda take precedence over all the other contract documents):

- A. Addenda.
- B. Special provisions (for the purpose of this list, any other provisions in the request for proposals that are not part of the other contract documents in this list are considered special provisions).
- C. Project plans.
- D. Supplemental specifications.
- E. Standard drawings.
- F. Standard Technical Specifications.
- G. C-800 Supplementary Conditions to C-700
- H. C-700 General Conditions to the Construction Contract

For dimensions shown on the standard drawings and project plans, calculated dimensions take precedence over scaled dimensions.

If a discrepancy, conflict, error, omission, or ambiguity exists in the contract documents, immediately notify the Engineer. Do not take advantage of a discrepancy, conflict, error, omission, or ambiguity. The

SECTION C-800 – SUPPLEMENTARY CONDITIONS

Engineer will make corrections and interpretations necessary to fulfill the intent of the contract

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.3 *Reference Points*

SC-4.3 Delete in its entirety.

SC-4.3 Replace with “Owner shall provide construction staking per 2023 NDDOT Specifications, Section 105.10.”

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

SC-5.3 *Subsurface and Physical Conditions*

SC-5.3 Add the following new paragraphs immediately after Paragraph 5.3.B:

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
 - 1. No reports or drawings related to explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner.
- D. Contractor may request electronic version of reports and drawings identified in SC 5.3.C by contacting the Issuing Office

SC-5.6 *Hazardous Environmental Conditions*

SC 5.6 Delete Paragraphs 5.6.A and 5.6.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.2 *Insurance—General Provisions*

SC-6.2 Add the following paragraph immediately after Paragraph 6.2.B:

- 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.3 *Contractor’s Insurance*

SC 6.3 Add the following new paragraph immediately after Paragraph 6.3.J:

- K. The limits of liability for the insurance required by Paragraph 6.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations and with limits as required by 2023 NDDOT Specifications, Section 107.14.B and as follows:
 - 1. Contractor is not required to provide Contractor’s Pollution Liability insurance under this Contract

SECTION C-800 – SUPPLEMENTARY CONDITIONS

2. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: *McKenzie County and its employees, Design Engineering Firm, and its employees and subcontractors.*

SC-6.5 *Property Insurance*

SC-6.5.A.1 Add the following new subparagraph after subparagraph 6.5.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

None Identified

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.1 *Supervision and Superintendence*

SC-7.1.B. Amend Paragraph 7.1.B to add the following sentences: "The Contractor shall identify their representative at the Site that shall have authority to act on behalf of Contractor. All communications given to or received from this representative shall be binding on Contractor."

SC-7.1.C. Add the following new paragraph immediately after Paragraph 7.1.B:

Any superintendent or other personnel, who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project. Upon the written request of the Engineer, the Contractor shall immediately remove such superintendent or other personnel and name a replacement in writing. Noncompliance with the Engineer's request to remove and replace personnel at any level shall be grounds for terminating the Contract.

SC-7.2 *Labor; Working Hours*

SC-7.2.B. Add the following new subparagraphs immediately after Paragraph 7.2.B:

1. Regular working hours will be Monday through Saturday during daylight hours. The Contractor may request to work Sunday's and use artificial lighting at the discretion of the Owner and Engineer.

SECTION C-800 – SUPPLEMENTARY CONDITIONS

SC-7.2.C. Add the following new subparagraph immediately after Paragraph 7.2.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as work days in excess of 12-hours and any work on Sunday's or legal holidays.

SC-7.3 Services, Materials, and Equipment

SC-7.3.B. Add the following new subparagraphs immediately after Paragraph 7.3.B:

1. Where the Work requires equipment be furnished, due to the lack of standardization of equipment as produced by the various manufacturers, it may become necessary to make minor modifications in the structures, buildings, piping, mechanical work, electrical work, accessories, controls, or other work, to accommodate the particular equipment offered. Contractor's bid price for any equipment offered shall include the cost of making any necessary changes subject to the approval of Engineer.

SC-7.8 Permits

SC-7.8 The Contractor is responsible for obtaining all construction related permits including, but not limited to, the NDPDES General Permit for Stormwater Discharges Associated with Construction Activity from the NDDEQ; Conditional Used Permits for staging areas, borrow areas, etc. from the County Planning and Zoning Department; overweight and oversize load permits from LoadPass; water permits from the NDDWR and/or MCWRD; and Approach Permits from the County Engineering Department.

The Contractor is responsible for the payment of all permit fees.

SC-7.16 Shop Drawings, Samples and Other Documents

SC 7.16.B Submittal Procedures for Shop Drawings and Samples

Add the following new paragraph immediately after Paragraph 7.16.B.3:

4. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

SC-7.18 Indemnification

SC 7.18.A Amend the second sentence of Paragraph 7.18.A by striking out "negligent".

SC-7.20 Add GC-7.20 "Assistance in Measurement of Work "

Contractor shall, at his own expense, provide help and other assistance as may be required by the Engineer for making measurements of Unit Price Work.

SECTION C-800 – SUPPLEMENTARY CONDITIONS

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.3 Project Representative

SC-10.3 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
 - 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 - 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in

SECTION C-800 – SUPPLEMENTARY CONDITIONS

determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. In the event of a dispute between the Contractor and RPR as to quality of material or manner of performing work, the RPR has authority to suspend work until the question at issue can be decided by the Engineer. Written notice of suspension of work will be given to the Engineer and Contractor.
- 9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - c. Maintain records for use in preparing Project documentation.
- 11. Reports:
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

SECTION C-800 – SUPPLEMENTARY CONDITIONS

- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14. Completion:
 - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
 - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Project in whole or in part.

SECTION C-800 – SUPPLEMENTARY CONDITIONS

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

SC-13.1 *Cost of the Work*

SC 13.1.B.5.c Delete Paragraph 13.1.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *North Dakota Department of Transportation Rate Book*. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

SC-13.3 *Unit Price Work*

SC-13.3.B. Amend Paragraph 13.3.B to add the following sentences: “Progress estimates serve only as basis for partial payments. The Engineer may revise progress estimates and/or quantities any time before final acceptance. If the Engineer deems it proper to do so, changes may be made in progress estimates and in the final estimate.”

SC-13.3.C. Amend Paragraph 13.3.C to add the following sentences: “Work described in the Contract Documents, or reasonably inferred as required for a functionally complete installation, but not identified in the listing of unit price items, shall be considered incidental to unit price work listed and the cost of incidental work included as a part of the unit price.”

SC 13.3.E Delete Paragraph 13.3.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 35 percent from the estimated quantity of such item indicated in the Agreement; and
 - 2. if there is no corresponding adjustment with respect to any other item of Work; and

SECTION C-800 – SUPPLEMENTARY CONDITIONS

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

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

14.2 *Tests, Inspections, and Approvals*

14.2 Add the following new subparagraph to 14.2

- G. If there are variances in the testing or testing procedure between the Owner or Owner's agent and the Contractor, the Contractor agrees the testing and testing procedure of the Owner or Owner's agent shall govern.

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

SC-15.1 *Progress Payments*

SC 15.1.C.6 Add the following new subparagraph to Paragraph 15.1.C.6:

- f. Progress Payments for Bid Items **Spec 251 Code 0200 Seeding Class II and Spec 253 Code 0101 Straw Mulch** shall be set-off 50% until the seeding placed is no less than 50% established. Once the seeding placed has been, in the County Engineers opinion, 50% established the set-off shall be released and 100% payment for the Bid Items set-off shall be made.

SC-15.3 *Substantial Completion*

SC 15.3.B Add the following new subparagraph to Paragraph 15.3.B:

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

SC-15.7 *Waiver of Claims*

SC-15.7.B. Amend Paragraph 15.7.B to state "The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner and/or Engineer other than those pending matters that have been duly submitted or appealed under the provisions of Article 17."

NDDOT Price Schedule for Miscellaneous Items (PS-1)

NDDOT Price Schedule for Miscellaneous Items (PS-1)

1/3/2025

The Contractor agrees to accept the following unit prices for each listed item of work and or material when no project contract unit price exists for that item. Materials and construction methods used in performing maintenance and restoration work for 107. 08 Haul Roads shall meet the requirements of the relevant specifications.

Each price listed will be full compensation for the cost of labor, material and equipment necessary to provide the item of work and/or material, complete in place, including (but not limited to) royalty, disposal of unsuitable material, equipment rental, sales tax, use tax, overhead, profit, and incidentals.

Each listed item is referenced to the Standard Specifications by Section number and Section name.

Spec	Code	Specification Section No.	Section Name	Item	Price
100	9950	704.04 C.5	Temporary Traffic Control	Flagging	\$60.00 per MHR
100	9951	216.04	Water	Water	\$30.00 per M Gal
100	9952	430.04 G & I.3	HMA – Bituminous Materials	Patching – Machine Placed	\$250.00 per Ton
100	9952	430.04 G & I.3	HMA – Bituminous Materials	Patching – Hand Placed	\$260.00 Per Ton
100	9954	302.04 B	Aggregate Base and Surface Course	Aggregate Base CL 13	\$40.00 per Ton ¹
100	9955	203.01 C	Rock Excavation	Rock Excavation	\$30.00 per CY
100	9956	203.01 D	Shale Excavation	Shale Excavation	\$8.50 per CY
100	9957	203.01 E	Muck Excavation	Muck Excavation	\$10.50 per CY
100	9958	203.01 G & 203.05 G.3	Excavation and Embankment	Overhaul	\$0.08 per CY-Sta
100	9960	420.04 E	Bituminous Seal Coat	Blotter Sand	\$30.00 per Ton ¹
100	9962	260.06	Silt Fence	Cleaning Silt Fence	\$5.00 per LF
100	9963	261.06	Fiber Rolls	Cleaning of Fiber Rolls	\$5.00 per LF
100	9964	260.06	Silt Fence	Removal of Silt Fence ²	\$5.00 per LF
100	9965	261.06	Fiber Rolls	Removal of Fiber Rolls ²	\$5.00 per LF

¹Price Includes haul up to 10 miles. Payment for haul exceeding 10 miles will be according to Section 109.03 E, "Force Account." The haul distance for aggregate base will be based on the average haul. The haul distance for blotter sand will be from the point where the haul begins to the point where it enters the project.

²This is only for pre-existing items that were not installed under the Contract.

Section C-510 – Notice of Award

Date of Issuance: 05/20/2025

Owner: McKenzie County

Owner's Contract No:

Engineer: Office of County Engineer

Project: Little Beicegel Creek Revetment

Engineer's Project No: 12108-01

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The project consists of the regrading/restoration of Little Beicegel Creek including, but not limited to the following: CHANNEL REGRADING, ARTICULATED CONCRETE MAT, EROSION CONTROL, FENCING, MOBILIZATION, TRAFFIC CONTROL, MOBILIZATION and other items, plus incidentals, as fully described in the bid documents and construction drawings.

The Contract Price of the awarded Contract is: \$ _____ subject to unit prices.

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 10 days of the date of this Notice of Award:

1. Deliver to Engineer Two (2) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract Payment Bond, Performance Bond and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature By: Grace Demars
Title: Engineering Director
Copy: Design Engineer

SECTION C-550 - NOTICE TO PROCEED

Owner: McKenzie County

Owner's Contract No:

Contractor:

Engineer: Office of the County Engineer

Engineer Project No:

Project: Little Beicegel Creek Revetment

Contract Name:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on May 8, 2025. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is October 31, 2025 and the date of readiness for final payment is November 15, 2025.

Before starting any Work at the Site, Contractor must comply with the following:

Contractor shall hold a Pre-Construction Conference prior to commencement of the work per NDDOT Standard Specification Section 108.02.A.

Contractor shall hold a Utility Conflict Meeting prior to the commencement of work.

Owner: McKenzie County

Authorized Signature By:

Title: Engineering Director

Date Issued:

Copy: Design Engineer



Section C-625 Certificate of Substantial Completion

Owner: McKenzie County

Owner's Contract No:

Contractor:

Engineer: Office of the County Engineer

Engineer Project No:

Project: Little Beicegel Creek Revetment

This Certificate of Substantial Completion applies to:

☐

All Work

☐

The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:

None

As follows

Amendments to

Contractor's responsibilities:

None

As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

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

EXECUTED BY ENGINEER:

RECEIVED:

RECEIVED:

By: _

By: _

By: _

(Authorized signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: _

Title: _

Title: _

Date: _

Date: _

Date: _



Section C-626 – Notice of Acceptability of Work PROJECT:

OWNER: McKenzie County

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: Little Beicegel Creek
Revetment

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Office of the County Engineer

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been

ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _

Title: _

Dated: _





FIELD ORDER NO.

Date of Issuance:

Effective Date:

Owner: McKenzie County

Owner Contract No:

Contractor:

Contractor Project No:

Engineer: Office of the County Engineer

Engineer Project No:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _

Specification(s)

Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: _

Engineer (Authorized Signature)

By: _

Contractor (Authorized Signature)

Title: _

Title: _

Date: _

Date: _

Copy to: Owner

SPECIAL PROVISIONS TO THE TECHNICAL SPECIFICATIONS

SP1 ArmorFLex – Hydraulic Performance Specification

SP2 High Tensile Strength Wire Mesh Slope Facing

SP3 Soil Anchors

SP1 – ArmorFlex – Hydraulic Performance Specification

ARTICULATING CONCRETE BLOCK (ACB) SYSTEM SPECIFICATIONS - ARMORFLEX®

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. The contractor shall furnish all labor, materials, equipment, and incidentals required for, and perform all operations in connection with, the installation of the ArmorFlex® Articulating Concrete Block (ACB) system in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

1.2 RELATED SECTIONS

- A. Section 03 61 00 – Cementitious Grouting
- B. Section 31 22 00 – Grading
- C. Section 31 35 19.16 – Geotextile Slope Protection

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Certification of successful completion of full-scale laboratory testing in accordance with the current version of ASTM D 7277, *Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow*. This certification shall comprise a final test report from the testing facility, or a summary test report from the testing facility providing the test procedure and the obtained Critical Shear Stress parameters of the tested block. Third-party testimonies of compliance shall not be sufficient to satisfy this requirement.
 - 2. Certified analysis and interpretation of the test data shall conform to the guidance contained in the current version of ASTM D 7276, *Standard Guide for Analysis and Interpretation of Test Data for Articulating Concrete Block (ACB) Revetment Systems in Open Channel Flow*.
 - 3. The following information obtained from the above testing, analysis, and interpretation:
 - a. Tested bed slope
 - b. Maximum discharge attained prior to failure
 - c. Measured water surface elevation
 - d. Calculated energy grade line (EGL)
 - e. Plot of the applied shear and velocity by station
 - f. An illustration of the selected control volume on a profile of the test slope
 - g. Calculated design Manning's n
 - h. Calculated block system coefficient of Lift
 - i. Characteristic block properties including weight and moment arms
 - j. Extrapolation of tested values to thicker block (if required)
- C. Factor of Safety (FoS) calculations in support of the proposed ACB system
 - 1. In accordance with the Factor-of-Safety design methodology as described in "*Moment Stability Analysis Method for Determining Safety Factors for Articulated Concrete Blocks*", by Amanda L. Cox, 2010.
 - 2. Stamped and signed by a Professional Engineer licensed to practice in the state where the project is located.
 - 3. The following project specific hydraulic requirements are to be utilized:

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Property	Value
Channel Bottom Width (ft)	
Channel Side Slopes (H:1V)	
Channel Bed Slope (ft/ft)	
Design Volumetric Flow Rate (cfs)	

4. The analysis shall be performed based upon the stability of the ACBs due to gravity alone, conservatively neglecting any stabilizing forces potentially provided by cabling, mechanical anchorage, contact with adjacent blocks, or other restraints not attributable to gravity alone.
 5. The analysis must account for a 0.5-inch block projection, in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*, Section 6.3.3. Site grading requirements may not be used to omit this requirement for standard (non-tapered) block. For block that is tapered (i.e., the block thickness is greater on the downstream edge than on the upstream edge, by at least 0.5"), this block projection value may be 0 inches for analysis purposes.
- D. An appropriate geotextile, selected for the site being protected on the basis of the gradation and permeability of the surface soils.
 - E. Manufacturer's certificates of compliance for ACB/mats, revetment cable, geotextile, and any revetment cable fittings and connectors in accordance with the current version of *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*.
 - F. Shop Drawings for the layout of the mats, installation, and safety instructions, and any recommendations, if applicable, that are specifically related to the project.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 1. Suppliers must own and operate their own manufacturing facility.
 2. Suppliers shall directly employ a minimum of five (5) registered Professional Engineers.
 3. A list of five (5) comparable projects, in terms of size and applications, in the United States, where the satisfactory performance of the specific ACB system can be verified after a minimum of five (5) years of service life.
 4. The names and contact information (phone numbers and e-mail addresses, at a minimum) for the suppliers' representatives, for technical, production or logistics questions, at least one of whom must reside in the state where the project is located.
- B. Installer Qualifications: Minimum 2 year experience installing similar products.

1.5 PRE-INSTALLATION MEETINGS

- A. Supplier's representative shall be available for pre-installation meeting a minimum two weeks prior to starting work of this section.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Materials delivered to the site shall be inspected for damage, unloaded and stored with the minimum of handling. Material shall be kept free of dirt and debris.
- B. Storage shall be in accordance with manufacturer's requirements.
- C. Handling: Materials shall be handled in such a manner as to ensure delivery to the site in sound, undamaged condition.

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PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers:
 ArmorFlex® as manufactured and sold by:
 ARMORTEC, a Contech Company
 9025 Centre Pointe Dr., Suite 400
 West Chester, OH 45069
 P: 800-645-7000
 F: 513-645-7993
www.conteches.com/Products/Erosion-Control/Hard-Armor/ArmorFlex

- B. Substitutions: Not permitted.

2.2 MATERIALS

- A. Articulating Concrete Blocks
1. Manufacturing shall conform to the current version of ASTM D-6684, *Standard Specification for Materials and Manufacture of Articulating Concrete Block (ACB) Revetment Systems*.
 2. Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:
 - a. Portland Cements - Specification C 150, for Portland Cement.
 - b. Blended Cements - Specification C 595, for Blended Hydraulic Cements.
 - c. Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
 - d. Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.
 - e. Aggregates – Specification C 33, for Concrete Aggregates, except that grading requirements shall not necessarily apply.
 3. Casting: The ACB units shall be produced using a dry cast method. Dry cast units obtain strength more quickly than wet cast blocks, and will also achieve a greater uniformity of quality and greater durability.
 4. Physical Requirements: At the time of delivery to the work site, the ACB units shall conform to the physical requirements prescribed in Table listed below.

PHYSICAL REQUIREMENTS

Compressive Strength Net Area Min. p.s.i (mPa)		Water Absorption Max. lb/ft ³ (kg/m ³)	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.1)	9.1 (160)	11.7 (192)

5. Visual Inspection
 - a. All units shall be sound and free of defects which would interfere with the proper placement of the unit, or which would impair the performance of the system. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.
 - b. Cracks exceeding 0.25 inches (.635 cm) in width and/or 1.0 inch (2.54 cm) in depth shall be deemed grounds for rejection. Chipping resulting in a weight loss exceeding 10% of the average weight of a concrete unit shall be deemed grounds for rejection.
 - c. Blocks rejected prior to delivery from the point of manufacture shall be replaced at the manufacturer's expense. Blocks rejected at the job site shall be repaired with structural grout or replaced upon request at the expense of the contractor.

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6. Sampling and Testing
 - a. The purchaser (or their authorized representative) shall be afforded access to the relevant manufacturing facility or facilities, if desired, in order to inspect and/or sample the ACB units from lots ready for delivery prior to release for delivery to the job site. Such inspections are at the sole expense of the requesting entity.
 - b. Purchaser may request additional testing other than that provided by the manufacturer as needed. Such requested testing will extend any stated lead times for manufacturing and delivery, if the results of such testing are a prerequisite to approval (i.e., approval for release to manufacturing). Costs associated with such testing shall be borne by the purchaser.
- B. Revetment Cables and Fittings
 1. Option 1. Polyester Revetment Cable and Fittings
 - a. Revetment cable shall be constructed of high tenacity, low elongating, and continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover.
 - b. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2. This design shall include a reduction factor for splicing of 60%, unless a larger factor can be substantiated by laboratory testing.
 - c. The revetment cable shall exhibit resistance to most concentrated acids, alkalis and solvents. Cable shall be impervious to rot, mildew and degradation associated with marine organisms. The materials used in the construction of the cable shall not be affected by continuous immersion in fresh or salt water.
 - d. Selection of cable and fittings shall be made in a manner that ensures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Fittings such as sleeves and stops shall be aluminum and washers shall be plastic unless otherwise shown on the Contract Drawings.
 2. Option 2. Galvanized Steel Revetment Cable and Fittings
 - a. Revetment cable shall be constructed of preformed galvanized aircraft cable (GAC). The cables shall be made from individual wires and strands that have been formed during the manufacture into the shape they have in finished cable.
 - b. Cable shall consist of a core construction comprised of seven (7) wires wrapped within seven (7) or nineteen (19) wire strands.
 - c. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2. This design shall include a reduction factor for splicing of 75%, unless a larger factor can be substantiated by laboratory testing.
 - d. The revetment cable shall exhibit resistance to mild concentrations of acids, alkalis, and solvents. Fittings such as sleeves and stops shall be aluminum, and the washers shall be galvanized steel or plastic. Furthermore, depending on material availability, the cable type (7x7 or 7x19) can be interchanged while always ensuring the required factor of safety for the cable.
 - e. Selection of cable and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Fittings such as sleeves and stops shall be aluminum and washers shall be plastic unless otherwise shown on the Contract Drawings.
- C. Filter Fabric
 1. The standard for sizing geotextile for these applications is AASHTO M-288, Permanent Erosion Control, Class 2. Either woven monofilament or non-woven

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- geotextile are acceptable; woven slit-film geotextiles are not acceptable.
- 2. Geotextile shall be sized for the soil subgrade permeability per Section 31 35 19.16 – Geotextile Slope Protection.
- 3. Under no circumstances shall the filter fabric be permanently affixed or otherwise adhered to the blocks or mats; i.e., the filter fabric shall be independent of the block system.
- 4. During all periods of shipment and storage, the filter fabric shall be protected from direct sunlight, UV radiation, and temperatures greater than 140°F. To the extent possible, the fabric shall be maintained wrapped in its protective covering. Geotextile exposure to sunlight or UV radiation shall be minimized to the greatest extent possible until the installation process begins.

PART 3 EXECUTION

3.1 SUBGRADE PREPARATION

- A. All subgrade preparation shall be performed in accordance with the current version of ASTM D 6884, *Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*.
- B. The slope shall be graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the geotextile (filter fabric), and between the geotextile and the entire bottom surface of the individual ACBs. All slope deformities, roots, grade stakes, and stones which project normal to the local slope face must be re-graded or removed. No holes, "pockmarks", slope board teeth marks, footprints, or other voids greater than 0.5 inch in depth normal to the local slope face shall be permitted. No grooves or depressions greater than 0.5 inches in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction shall be permitted. Where such areas are evident, they shall be brought to grade by placing compacted homogeneous material. The slope and slope face shall be uniformly compacted, and the depth of layers, homogeneity of soil, and amount of compaction shall be as required by the EOR.
- C. Excavation and preparation for all termination trenches or aprons shall be done in accordance to the lines, grades and dimensions shown in the Contract Drawings. The termination trench hinge-point at the top of the slope shall be uniformly graded so that no dips or bumps greater than 0.5 inches over or under the local grade occur. The width of the termination trench hinge-point shall also be graded uniformly to assure intimate contact between all ACBs and the underlying grade at the hinge-point.
- D. Immediately prior to placing the filter fabric and ACB mats, the prepared subgrade shall be inspected by the EOR as well as the owner's representative. No fabric or blocks shall be placed thereon until that area has been approved by each of these parties.

3.2 PLACEMENT OF GEOTEXTILE FILTER FABRIC

- A. All placement and preparation should be performed in accordance with the current version of ASTM D 6884, *Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*. Filter Fabric, or filtration geotextile, as specified elsewhere, will be placed within the limits of ACBs shown on the Contract Drawings.
- B. The filtration geotextile will be placed directly on the prepared area, in intimate contact with the subgrade, and free of folds or wrinkles. The geotextile will not be walked on or disturbed when the result is a loss of intimate contact between the ACB and the geotextile or between the geotextile and the subgrade. The geotextile filter fabric will be placed so that the upstream strip of fabric overlaps the downstream strip. The longitudinal and transverse joints will be overlapped at least one and a half (1.5) feet for dry installations and at least three (3) feet for below-water installations. The geotextile will extend at least one (1) foot beyond the

SP1 – ArmorFlex – Hydraulic Performance Specification

top and bottom revetment termination points, or as required by the EOR. If ACBs are assembled and placed as large mattresses, the top lap edge of the geotextile should not occur in the same location as a space between ACB mats unless the space is concrete filled.

3.3 PLACEMENT OF THE ACBs/MATS

- A. ACB placement and preparation should be performed in accordance with the current version of ASTM D 6884, *Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*. ACB block/mats, as specified in Part 2:A of these Specifications, will be constructed within the specified lines and grades shown on the Contract Drawings.
- B. Field installation shall be consistent with the way the system was installed in preparation for hydraulic testing pursuant to the current version of ASTM D 7277, *Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow*. Any external restraints, anchors, or other ancillary components (such as synthetic drainage mediums) shall be employed as they were during testing; e.g., if the hydraulic testing installation utilized a drainage layer, then the field installation must also utilize a drainage layer. This does not preclude the use of other section components for other purposes, e.g., a geogrid for strengthening the subgrade for vehicular loading, or an intermediate filter layer of sand to protect very fine-grained native soils.
- C. The subgrade shall be prepared in such a manner as to produce a smooth plane surface prior to placement of the ACBs or mats. No individual block within the plane of placed ACBs will protrude more than 0.5 inches or as otherwise specified by the EOR. ACBs should be flush and develop intimate contact with the subgrade section, as approved by the EOR. Proposed hand placing is only to be used in limited areas, specifically identified by the EOR or manufacturers' mat layout drawings, as approved by the EOR.
- D. If assembled and placed as large mattresses, the ACB mats will be attached to a spreader bar or other approved device to aid in the lifting and placing of the mats in their proper position by the use of a crane or other approved equipment. The equipment used should have adequate capacity to place the mats without bumping, dragging, tearing or otherwise damaging the underlying fabric. The mats will be placed side-by-side, so that the mats abut each other, and/or end-to-end. Mat seams or openings between mats greater than two (2) inches will be backfilled with 4000 p.s.i. non-shrink grout, concrete or other material approved by the EOR. Whether placed by hand or in large mattresses, distinct changes in grade that results in a discontinuous revetment surface in the direction of flow will require backfill at the grade change location so as to produce a continuous surface.
- E. Termination trenches will be backfilled and compacted flush with the top of the blocks. The integrity of the trench backfill must be maintained so as to ensure a surface that is flush with the top surface of the ACBs for its entire service life. Termination trenches will be backfilled as shown on the Contract Drawings. Backfilling and compaction of trenches will be completed in a timely fashion. No more than 500 linear feet of placed ACBs with non-completed termination trenches will be permitted at any time.
- F. The cells or openings in the ACBs will be backfilled and compacted with suitable material, as specified by the EOR. Backfilling and compaction will be completed in a timely manner so that no more than 500 feet of exposed mats exist at any time. Finishing requirements are explicitly at the discretion of the EOR.
- G. The manufacturer of the ACBs/mats shall provide design and construction advice during the design and initial installation phases of the project when required or as necessary, at the discretion of the EOR. The ACB supplier shall provide, at a minimum, one full day or two half-days of on-site project support upon request.

END OF SECTION

HIGH TENSILE STRENGTH WIRE MESH SLOPE FACING

PART 1: GENERAL

1.01 DESCRIPTION

- A. The work consists of furnishing, transporting and constructing a High Tensile Strength Wire Mesh slope stabilization system in accordance with the following paragraphs, the provisions of other Contract Documents, and the Manufacturer's standards and requirements. The system shall be installed at the location shown on the final Drawings and as directed by the Engineer.

1.02 RELATED SECTIONS

- A. SECTION 31 23 00 – Excavation and Fill
- B. SECTION 31 32 36 – Soil Anchors

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. A 123 - Standard Specification for Zinc Coating (Hot-Dip Galvanized) Coatings on Iron and Steel Products
 - 2. A 153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 3. A 1007 – Standard Specification for Carbon Steel Wire for Wire Rope
 - 4. A 1023 – Standard Specification for Stranded Carbon Steel Wire Ropes for General Purposes
- B. U.S. General Services Administration, Federal Specifications
 - 1. Federal Specification RR-W-410F - Wire Rope and Strand
 - 2. Federal Specification FF-C-450D(1) - Clamps, Wire Rope
 - 3. Federal Specification FF-T-276B(1) - Thimbles, Rope
- C. International Standards Organization (ISO) 9001:2008 - Quality System Certification.

1.04 SUBMITTALS

- A. Submit Manufacturer's product information for each material listed in Section 2 of this Specification indicating conformance with this Specification.

SP2 – High Tensile Strength Wire Mesh Slope Facing

- B. Submit a copy of the Manufacturer's written installation instructions for the mesh system.

1.05 SEQUENCING AND SCHEDULING

- A. Do not proceed with TECCO® SYSTEM installation until anchor testing has been completed and accepted. See Specification Section 31 32 36 – Soil Anchors.

PART 2: PRODUCTS

2.01 MANUFACTURER

- A. Materials for the High Tensile Strength Wire Mesh Slope Facing will consist of the TECCO® SYSTEM shall be supplied by Geobrugg North America, LLC Algodones, New Mexico.

2.02 MATERIALS

- A. TECCO® G65/3 Mesh

1. The mesh shall be woven construction and be a homogenous mesh consisting of only one type of wire. The mesh shall be made with minimum 0.118 inch (3 mm) diameter wire, and the ends of each wire shall be formed into a loop and twisted. The loops of the wire mesh shall be fastened together to prevent unraveling of the mesh. The wire shall be alloyed high strength carbon steel wire with a minimum tensile strength of 2,800 lbs (12.5 kN) in accordance with ASTM A1007 (Level 3 drawn Zn5Al wire). In combination with the system spike plates P33 the mesh shall have a minimum punching strength of 40,000 lbs (180 kN) and a minimum resistance against slope parallel tensile stress of 6,700 lbs (30 kN). The wire shall be hot dip galvanized with a Zinc/Aluminum coating with a minimum weight of 0.40 oz/ft² (120 g/m²) for Level 3 drawn Zn5Al wire in accordance with ASTM A1007.
2. The size of the mesh opening shall be a maximum of 3.25 inches (83 millimeters) by 5.6 inches (143 millimeters) (\pm 3%), and the depth of the mesh shall be a minimum of 0.4 inches (11 millimeters) (\pm 10%).

- B. Mesh Connection

1. Connect the mesh panels as is directed on the final construction drawings and by the manufacturer in the installation manual. Notify the Engineer of discrepancies.

- C. T3 Connection Clips

1. The T3 connection clips shall be fabricated from minimum 0.15 inch diameter high strength steel wire with a minimum ultimate tensile strength of 4,900 lbs in accordance with ASTM A1007 (Level 3 drawn Zn5Al wire). The clip shall measure 2.36 inches x 0.83 inches and have two reversed end hooks on one side of the clamp. The wire shall be

SP2 – High Tensile Strength Wire Mesh Slope Facing

galvanized with a 95% Zinc and 5% Aluminum coating with a minimum weight of 0.49 oz/ft² (150 g/m²).

D. Wire Lacing Cable

1. The wire lacing cable shall be a 5/16-inch diameter independent wire rope core (IWRC) 6x19 (or equivalent), extra improved plow steel (EIP) galvanized in accordance with ASTM A 1023, Class A for the lacing wire rope. Provide a wire rope with a minimum breaking strength of at least 9,000 pounds. Lacing cable shall be through each mesh diamond.

E. Type 2 Compression Claws

1. The Type 2 compression claws shall be minimum 0.30-inch diameter carbon steel bar and shall be hot dipped galvanized in accordance with ASTM A153/ A153M, Class B-3 with a minimum layer thickness of 1 oz./ft² (300 g/m²). The Type 2 claw shall be used to fasten the mesh to the boundary ropes.

F. Shackles

1. Shackles shall be Chicago (or equal) drop forged screw pin anchor shackles and comply with Federal Specification RR-C-271D Type IVA, Class 2. Shackles shall be corrosion resistant by hot dip galvanization and comply with ASTM A123. Shackles used for the horizontal mesh connections shall be 3/8-in and installed at every mesh opening.

G. P33 System Spike Plate

1. The P33 System Spike Plate shall be made from minimum 0.28-inch-thick steel and be hot dip galvanized in accordance with ASTM A123/ A123M with a minimum layer thickness of 85 uM (3.3 mils). The plate shall be diamond shaped with minimum dimensions of 8.07 inches by 13 inches.

H. Boundary Ropes

1. The ropes shall have a minimum diameter of 0.5 inches. The rope will be 6x19 construction (or equivalent), IWRC and galvanized with a minimum breaking strength of 20,500 pounds. The rope shall in accordance with Federal Specification RR-W-410, ASTM A1023/ A1023M including galvanizing.

I. Boundary Rope Anchors

1. Boundary rope anchors shall consist of typical hollow bar anchors. See Specification Section 31 32 36 – Soil Anchors

J. Wire Rope Clips

1. All clips shall be Chicago (or equal) drop forged wire rope clips and installed as shown on the Drawings and in referenced product manuals. Wire rope clips shall be corrosion

SP2 – High Tensile Strength Wire Mesh Slope Facing

resistant by hot dipped galvanization and shall meet all applicable ASTM standards. Wire rope clip quantity, spacing, and tightening values are shown in the drawings. Wire rope clips shall be oriented as shown in the drawings. Wire rope saddles shall be installed on the "live" end and the U-bolts installed on the "dead" end of the wire rope termination loop

K. Soil Anchors

1. See Specification Section 31 32 36 – Soil Anchors

2.03 MISCELLANEOUS MATERIALS

- A. All miscellaneous material associated with the High Tensile Strength Wire Mesh Slope Facing shall be hot dip galvanized and be supplied by the vendor of the wire mesh system. Wire rope clips shall be in accordance with Federal Specification FF C 450(1), Type 1, Class 1 and hot-dip zinc galvanized according to ASTM A153/ A153M. Thimbles shall be in accordance with Federal Specification FF T 276B(1) and hot-dip zinc galvanized according to ASTM A153/ A153M.

PART 3: EXECUTION

3.01 COORDINATION

- A. Coordinate work with slope grading Specification Section 31 23 00 – Excavation and Fill and soil anchor installation Specification Section 31 32 36 – Soil Anchors.

3.02 SYSTEM INSTALLATION

- A. Installation shall be according to the project Drawings and Specifications and the Manufacturer's written installation instructions. Notify the Engineer of any discrepancies between the project documents and the Manufacturer's instructions. Steps listed below are in general accordance with the procedure required for installation of Geobrugg TECCO system and may vary from other manufacturers.
 1. **Step 1:** Remove all brush, debris and loose rock in accordance with the Drawings and Specifications. Woody shrubs and trees shall be cut at the surface. Apply herbicide to all grass or weeds within disturbed areas.
 2. **Step 2:** Apply hydromulch to all disturbed areas susceptible to erosion as specified in 31 23 00.
 3. **Step 3:** Locate and install anchors on the slope as shown on the Drawings. The anchors are to be installed in accordance with the soil anchor manufacturer's instructions and in accordance with the Drawings and Specifications. Whenever possible, locate anchors in the natural low spots of the slope to pull the mesh into them and against the ground. If the anchor pattern does not allow utilization of the low spots, the installation of additional anchors may be necessary in these locations, subject to Engineer approval, to

SP2 – High Tensile Strength Wire Mesh Slope Facing

provide intimate contact between the mesh and the ground after anchor tensioning in Step 9. Deeper depressions, greater than 1.5 feet (0.5 meter) that are not removed when clearing and cutting the slope may need to be filled with pre-approved fill material in accordance with 31 23 00. Final layout of anchor locations, including locations added due to ground conditions, shall be reviewed and approved by Engineer prior to installing anchors.

4. **Step 4:** A dell or hollow should be formed 4 inches (100 mm) to 12 inches (300 mm) deep by 20 inches (600 mm) to 30 inches (750 mm) wide at each anchor location in accordance with the Drawings, except at anchor locations on the boundary of the mesh where boundary rope will be installed. It may be advisable to create hollows prior to grouting of anchors. Install anchors for boundary ropes at the locations shown on the Drawings.
5. **Step 5:** Apply Hydraulic Mulch & Seeding Class II as shown on the Drawings.
6. **Step 6:** Place turf reinforcement mat (section 31 34 19) as shown on Drawings.
7. **Step 7:** After installation of the turf reinforcement mat lay the mesh on the slope as recommended by manufacturer. The rolls can be shortened or lengthened as necessary by removing or adding sections in accordance with the Manufacturer's written instructions. Secure the mesh panels in accordance with the TECCO® SYSTEM manual. Adjust the mesh to provide intimate contact with the ground surface such that the contact is maintained after Step 9.
8. **Step 8:** Install boundary ropes at locations shown on the Drawings and fasten the mesh to boundary ropes with Type 2 connection clips or wire rope clips. Boundary rope shall be tensioned and secured to the boundary rope anchors with a wire rope clip loop. Follow minimum wire rope requirements provided by the manufacturer and shown on the Drawings. If boundary ropes are used with lengths extending more than 100-ft (30-m), intermediate rope terminations are required between every 65-ft (20-m) to 82-ft (25-m). Boundary wire rope shall terminate by making a loop through an eye nut attached to the boundary rope anchor. When loops are made in the wire rope, a thimble shall be used. Termination loops shall include (4) 1/2-in wire rope clips with 3-in spacing between clips. Each wire rope clip shall be tightened to a torque of 27 ft-lb (36-Nm). Each 1/2-in diameter wire rope termination loop shall have a minimum turn back tail of 9-in after the last wire rope clip installed.
9. **Step 9:** Place the spike plates onto the anchors. Tighten the domed nuts to achieve a pre-tension force on the spike plates of 7 kips (30 kN). Torque the nuts to the anchors bar manufacturer's requirements to reach the above force. Do not apply torque to the nuts for at least 72 hours after soil anchor installation and the 3-day compressive strength specified in Section 31 32 36 has been achieved.
10. **Step 10:** Place Hydraulic Mulch & Seeding Class II as shown on the Drawings.

END OF SECTION 31 32 01

SOIL ANCHORS

PART 1: GENERAL

1.01 DESCRIPTION

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements of these Specifications, and the provisions of the other Contract Documents.
- B. Related Sections
 - 1. Section 31 23 00 – Excavation and Fill
 - 2. Section 31 32 01 – High Tensile Strength Wire Mesh Facing

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A563 – Standard Specification for Carbon and Alloy Steel Nuts
 - 2. ASTM C109 – Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in Cube Specimens)
 - 3. ASTM C150 – Standard Specification for Portland Cement
 - 4. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete
- B. Post Tensioning Institute
 - 1. PTI DC35.1-14 – Recommendations for Prestressed Rock and Soil Anchors

1.03 SUBMITTALS

- A. Submit manufacturer's information for materials listed in Section 2 of this Specification.
- B. Submit a working plan for anchor installation to Engineer for review that includes the following:
 - 1. Project start date and proposed anchor construction sequence.
 - 2. Drilling and grouting methods and equipment proposed to achieve the specified nominal pullout resistance value listed in this specification.

SP3 – Soil Anchors

3. Anchor grout mix design, including compressive strength test results (per ASTM C109) supplied by a qualified independent testing lab verifying the specified minimum 3-day and 28-day grout compressive strengths. For neat cement grout include specific gravity test results of the fresh grout used for compressive testing.
4. Anchor grout placement procedures and equipment.
5. Anchor testing methods and equipment setup.
6. Identification number and certified calibration records for each test jack, pressure gauge, dial gauge and load cell to be used. Jack and pressure gauge shall be calibrated as a unit. Calibration records shall include the date tested, the device identification number, and the calibration test results, and shall be certified for an accuracy of at least 2 percent of the applied certification loads by a qualified independent testing laboratory within 1 year of submittal.
7. Manufacturer Certificates of Compliance for materials including: the anchor bar ultimate strength, and couplers.
8. Product information, details, and cut sheets of products to be used in this project, including, but limited to, centralizers, couplers, and nuts.

1.04 SITE SURVEYS

- A. Contractor shall be responsible for providing all necessary survey and alignment control for anchor installation and for surveying as-built locations for all installed anchors.

PART 2: MATERIALS

2.01 ANCHOR BARS

- A. The anchor bars shall be hollow bar.
 1. The hollow bar design shall allow for direct drilling and grouting without hole casing.
 2. Hollow bars may be substituted with an engineer approved equivalent if the Contractor can demonstrate that they can drill holes, place the solid bar, and grout the hole without losing the integrity of the hole or the grout bond zone. Engineer reserves right to add additional proof tests.
- B. The anchors bars shall be fully threaded. The length of the threaded portion of the bar at the TECCO interface shall be as adjusted to allow proper attachment of the mesh, spike plate and nut. Excessive anchor bar protrusions from the ground surface shall be cut off per Engineer's direction to allow ACM placement and provide a uniform finished slope with no obstructions.

SP3 – Soil Anchors

- C. Hollow anchor bars shall meet the following requirements:
 - 1. The bar shall be of a fine-grained structural steel.
 - 2. The ductility of the steel or the uniform elongation without necking shall be $Agt \geq 5\%$.
 - 3. The minimum Charpy impact resistance shall be 40 Joules at -20°C .
- D. Anchor bars shall consist of the following or engineer approved equivalent and as shown in the contract documents:
 - a. Dywidag Systems International (DSI): Model R38-500
 - b. Con-Tech Systems: Model Titan 40/20
 - c. Williams Form Engineering Corp: Model B7X1-38

2.02 BAR COUPLERS

- A. Bar couplers shall develop the nominal tensile capacity of the anchor bar as certified by the Manufacturer.
 - 1. Hollow bar couplers shall have a seal or a similar mechanism to ensure minimum grout loss through them.
 - 2. Couplers shall have a means of transferring the percussive forces when drilling, and tensile/compressive cyclic-loading forces when in service.

2.03 CENTRALIZERS

- A. Centralizers for hollow bar anchors shall be a star shaped metal centralizer with an inner diameter greater than the outside diameter of the anchor bar and smaller than the outside diameter of the couplers. The minimum outside diameter of the centralizer shall be the diameter of the supplied drill bit for hollow bars.
- B. The centralizer shall be free to move along the anchor and shall allow grout to freely pass the centralizer.
- C. One centralizer is required between each coupled section.
- D. The centralizer shall be sized to provide a minimum of 1 inch of grout cover around the entire circumference of the anchor bar.
- E. Centralizers shall be installed at regular intervals not to exceed 10 feet along the length of the anchor and a distance of 1.5 feet from each end of the anchor.

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2.04 NUTS

- A. Nuts shall meet the requirements of ASTM A563, Grade B, hexagonal, and be fitted with a spherical (domed) seat (either integral to the nut or a spherical washer) to provide uniform bearing on the wire mesh spike plate.

2.05 GROUT

- A. Grout shall be made of Portland cement conforming to ASTM C150 Type I, II, III, V or Type I/II, and shall be the product of one manufacturer. If the brand or type of cement is changed during the project, additional grout mix tests shall be conducted to ensure consistency of quality and performance in situ.
- B. Admixtures are typically not required. If admixtures are used, they shall meet the requirements of ASTM C494. Admixtures shall be compatible with the grout and mixed in accordance with the manufacturer's recommendations. Accelerators shall not be permitted. Expansive admixtures shall not be permitted except where the grout is used as part of corrosion protecting encapsulation.
- C. Fillers such as sand shall not be used.
- D. Grout shall have a minimum 3-day compressive strength of 1,500 psi and a minimum 28-day compressive strength of 3,000 psi, meeting the requirements of ASTM C109. The specific gravity of the final grout shall range between 1.8 and 1.9.

2.06 DRILL EQUIPMENT

- A. Drill tooling shall be selected by Contractor based on the subsurface information and the proposed bar length and bit size.
- B. Hollow bar bits require a minimum of two ports to allow grout to exit the system. Additional ports (with smaller diameters) can be used to increase grout pressure and hole diameter.
- C. Use a minimum hole diameter of 4 inches.

2.07 GROUT MIXER AND PUMP

- A. A high shear colloidal mixer or a chemical grout CG style paddle mixer with separate holding tank and water and cement dosing system shall be used to ensure continuous grouting independent from mixing. To record the grout volume and pressure, an automated monitoring system may be used.

SP3 – Soil Anchors

PART 3: EXECUTION

3.01 COORDINATION

- A. Coordinate and hold a pre-activity meeting prior to anchor installation between general contractor, anchor subcontractor, Engineer, project geotechnical engineer and, owner's representative.
- B. Coordinate soil anchor work with installation of topsoil, turf reinforcement mat, and high tensile strength wire mesh slope facing as directed in other contract documents.
- C. Coordinate location of verification test anchors with Engineer.
- D. Coordinate verification test drilling and anchor testing with engineer at least 5 days prior to commencing verification test drilling.

3.02 EXCAVATION AND GRADING

- A. Complete clearing and excavation to the grades shown on the Drawings.

3.03 ANCHOR INSTALLATION

- A. Install anchors at the locations length and angle shown in the Drawings. Notify engineer of obstructions that prevent installation to the design length shown on the Drawings.
- B. The angle of anchors will be generally perpendicular to the slope face, and as noted on the Drawings.
- C. The drilling equipment and methods shall be selected by Contractor to be suitable for the ground conditions and in accordance with the accepted installation methods submitted by Contractor.
- D. Centralizers shall be provided and sized to position the anchor bars to within 1 inch of the center of the drill hole. Centralizers shall be positioned so that their maximum center-to-center spacing does not exceed 10 feet and shall be located to within 1.5 feet from each end of the anchor bar.
- E. Provide clamping device to disconnect hollow bar anchor from the drilling apparatus to ensure anchors are not spun free from the down anchor couplers during disconnection.
- F. Hollow bar drilling shall be completed by rotary percussion drilling utilizing grout to flush the drill cuttings, unless otherwise approved by the engineer.

3.04 GROUTING

- A. Hollow Bar Anchor Grouting

SP3 – Soil Anchors

1. Grouting shall be accomplished by pressure grouting through the hollow bar during advancement.
 2. Grouting shall occur concurrently with anchor advancement and provide a continuous return of grout to the mouth of the borehole during installation. Provide mixed and pumping equipment capable of supplying an uninterrupted stream of grout sufficient to ensure grout return. Equipment shall continuously agitate grout during anchor installation.
- B. Control runoff of return grout to prevent erosion on the face of the slope during anchor installation.
 - C. Grout shall be at a temperature less than 90°F during pumping.
 - D. Grout pressure used during production anchor installation shall meet or exceed the grout pressure used to install verification test anchors.
 - E. Monitor grout levels in the drill hole after installation, and add additional grout as need to top off the hole as needed.
 - F. Potable water must be used for all grout mixing operations.
 - G. During grout production, test grout for compressive strength in accordance with ASTM C109 at a frequency of no less than one set of three 2-inch grout cubes from the grout plant each day of operation. Compressive strength shall be the average of the three cubes tested.
 - H. Final anchor head shall be within ± 12 inches of the plan location for connection to high tension wire mesh and bearing plate installation.
 - I. Final anchor head shall be at least the minimum plan elevation to allow trimming for connection to high tension wire mesh and bearing plate installation.

3.05 ANCHOR TESTING

- A. Perform both verification and proof testing of designated test anchors following verification test drilling and Engineer's review. Do not test any anchor until the anchor grout has cured for at least 72 hours and attained the specified 3-day compressive strength.
- B. Provide signed test data report to Engineer. Engineer will respond in writing with acceptance or rejection within 3 working days of receiving report.
- C. Testing Equipment
 1. All test equipment shall be calibrated within 1 year prior to the day of anchor testing. Calibrations of testing equipment shall be done to an accuracy of $\pm 2\%$. Dial gauges shall permit the measurement of total anchor movement at every load increment to be read to the nearest 0.001- in.

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2. Current calibration certificates and load graphs for all test equipment shall be available to review during testing.
3. Equipment shall be capable of stressing the anchor to the maximum specified test load within the rated capacity and permit the anchor to be stressed in loading increments.
4. Furnish two dial gauges, dial gauge support, jack and pressure gauge, and a reaction frame.
5. Use pressure gauges graduated in no greater than 50-pound per square inch increments. Measure the anchor head movement with a minimum of two dial gauges capable of measuring to 0.001 inch.
6. Refer to the supplemental attached figure for a sketch of the specified testing set up.

D. Verification Testing

1. Perform a minimum of 2 verification tests on soil anchors at locations selected by the engineer following verification test drilling. Verification testing shall be conducted prior to installation of production anchors to confirm the appropriateness of Contractor's drilling and installation methods, and to verify the required anchor pullout resistance/bond strength. Engineer will determine final acceptance of the tested anchor as a production anchor pending results of the test.
2. Perform tests by incrementally loading the verification test anchors as indicated in Table 1. Measure and record anchor movement at each load increment. Loads listed in Table 1 are based on a previously selected bond length. If alternate bond length is used, ENGINEER shall adjust load schedule.
3. The alignment load is the minimum load required to align the testing apparatus and should not exceed 5 percent of the design test load. Set dial gauges to "zero" after applying the alignment load. Following application of the maximum load, reduce the load to the alignment load and record the permanent set.
4. If the total creep movement between 1 and 10 minutes exceeds 0.040 inches, the test load shall be maintained for an additional 50 minutes. Total movement readings shall then be recorded at 20, 30, 40, 50 and 60 minutes.
5. The anchor load shall not deviate from the test pressure during load hold periods by more than 50 psi. The load shall always be returned to the specified test load prior to taking movement readings.
6. No anchor shall be tested that exceeds the minimum yield strength or 80% of the specified minimum anchor strength (F_{pu}). Anchor verification testing shall be performed in the Presence of the Engineer or the Engineer's Representative.
7. Record the actual hold time, load, and displacement at each test load increment.
8. Test Load

- a. PTL = 27 kip

Table 1: Verification Test Load Schedule

Test Load Increment	Hold Time (minutes)
AL (0.1 PTL)	1
0.25 PTL	10
0.50 PTL	10
0.75 PTL	10
1.00 PTL	10
1.33 PTL	10
UTL	N/A
AL	1

Note: AL = Alignment load; UTL = Ultimate Test Load; PTL= verification test load.

E. Proof Testing of Production Anchors

1. Perform proof tests on production anchors at locations selected by engineer. Perform successful proof testing on 2 percent of production anchors installed or a minimum of 3 per restoration area.
2. No anchor shall be tested that exceeds the minimum yield strength or 80% of the specified minimum anchor strength (F_{pu}) and the Design Load (DL) shall not exceed 60 percent (F_{pu}). Anchor proof testing shall be performed under the observation of the Engineer.
3. Perform proof tests by incrementally loading the proof test anchor to the Design Load (DL) as indicated in Table 2. Measure and record anchor movement at each load increment.
4. Record the actual hold time, load, and displacement at each test load increment.
5. Test Load

- a. DL = 27 kip

Table 2: Proof Test Load Schedule

Test Load Increment ⁽¹⁾	Hold Time (minutes)
AL (0.10 DL)	Until stable
0.25 DL	10
0.50 DL	10
0.50 DL	10
0.75 DL	10
1.00 DL	10
1.10 DL	10

Note: AL = Alignment load; DL = Design load.

- (1) Total movement readings shall be recorded at 1, 2, 3, 4, 5, 6 and 10 minutes after reaching test load. If the anchor movement measured between 1 and 10 minutes exceeds 0.04 in, the DL shall be maintained for 50 minutes and movements shall be recorded at 20, 30, 50 and 60 minutes. Record permanent movement.
- (2) Measure times after the target load has been attained in each increment.
- (3) All loads to be maintained within 5 percent of the target load. Adjust jack as needed to maintain load.

3.06 ACCEPTANCE CRITERIA OF TEST SOIL ANCHORS

A. Verification Tests

1. Considering that pullout is defined as the load at which attempts to further increase the test load increments simply result in continued movement of the tested anchor, a test anchor shall be considered acceptable when all of the following criteria are met.
 - a. The total creep movement is less than 0.08 inch between the 6- and 60-minute readings, and the creep rate is linear or decreasing throughout the creep test load hold period.
 - b. The total movement (Δ_{PTL}) measured at PTL exceeds 80 percent of the theoretical elastic elongation of the unbonded length (LUB) of the test anchor:

$$\Delta_{PTL} > 0.8 \frac{PLT \times L_{UB}}{E \times A_t}$$

Where:

E = Young's modulus of steel (29,000 ksi)

L_{UB} = Length unbonded

SP3 – Soil Anchors

PTL = Verification test load

A_t = Cross sectional area of the bar

- c. Pullout does not occur before achieving $1.0 \times VTL$.

B. Proof Tests

1. The creep movement between the 1- and the 10-minute readings is less than 0.04 inch.
2. In cases when the creep movement between the 1- and the 10-minute readings is greater than 0.04 inch, the creep movement between the 6- and the 60-minute readings is less than 0.08 inch, and the creep rate is linear or decreasing throughout the creep test load hold period.
3. The total anchor movement (ΔDL) measured at DL exceeds 80 percent of the theoretical elastic elongation of the unbonded length:

$$\Delta_{DL} > 0.8 \frac{DL \times L_{UB}}{E \times A_t}$$

Where:

E = Young's modulus of steel (29,000 ksi)

L_{UB} = Length unbonded

DL = Proof test load

A_t = Cross sectional area of the bar

- a. Pullout does not occur before achieving $1.0 \times DL$.
4. The temporary unbonded test length in proof tests is successfully maintained for subsequent satisfactory grouting. If the unbonded test length of production proof test anchors cannot be satisfactorily grouted after testing, the proof test anchor shall become sacrificial, and shall be replaced with an additional production anchor installed.

3.07 SLOPE COMPLETION

- A. Remove excess grout spillage from the slope face as directed by Engineer.
- B. Place topsoil in accordance with Section 31 23 00.
- C. Place permanent TRM mat in accordance with Section 31 34 19.
- D. Place high tensile strength wire mesh slope facing in accordance with Section 31 32 01.

END OF SECTION 31 32 36

CONSTRUCTION PLANS

MCKENZIE COUNTY

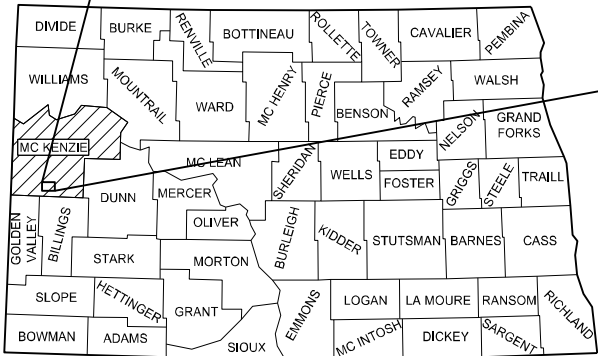
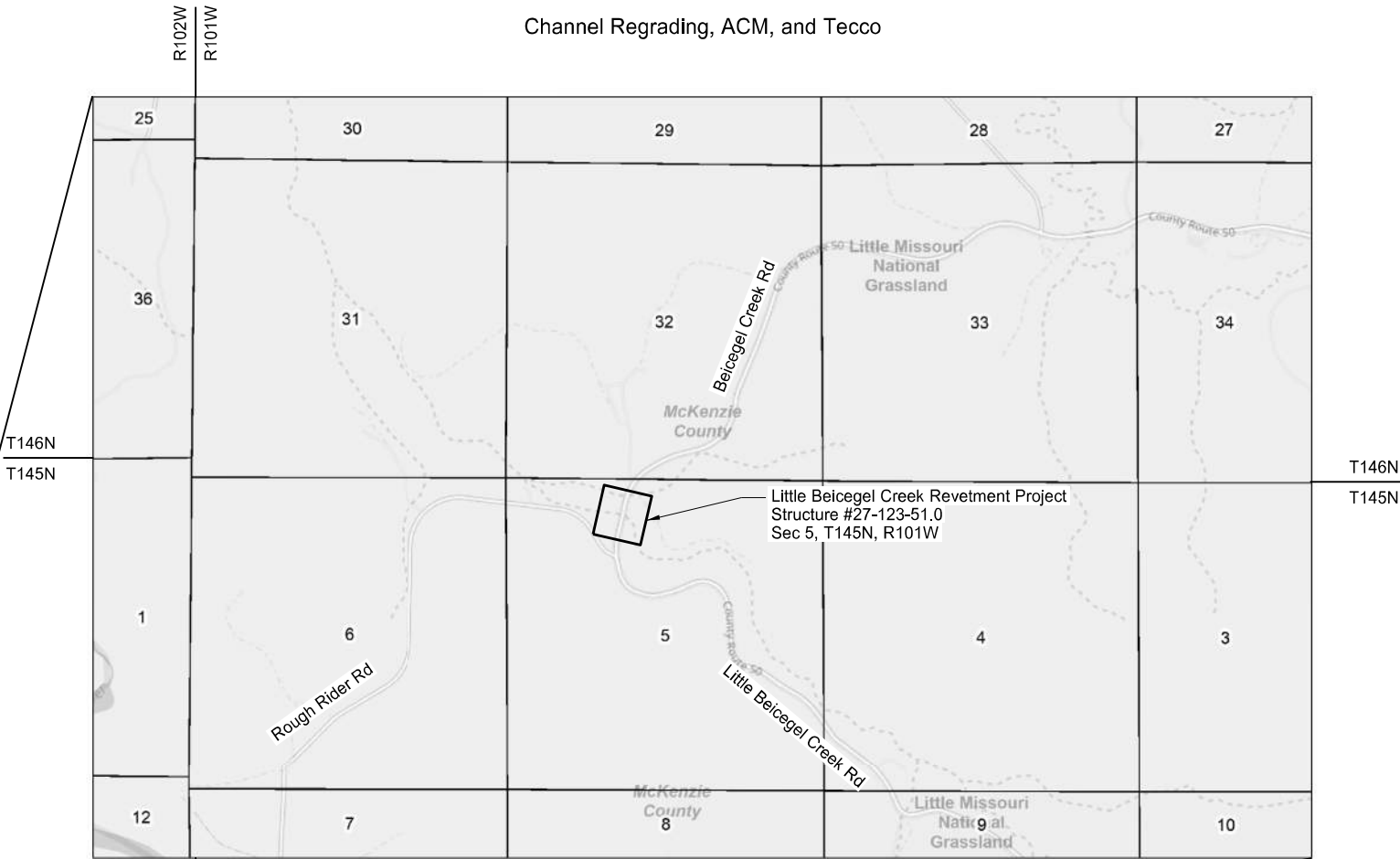
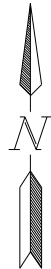
Little Beicegel Creek
Revetment

Structure #27-123-51.0 on County Rd 50

Channel Regrading, ACM, and Tecco

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GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE



STATE COUNTY MAP

DESIGNER Samuel Westlund
DESIGNER Jackie Bizuwork
DESIGNER Ryan Schuehle

SRF CONSULTING
GROUP, INC.



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GENERAL NOTES

- 100-P01 PERMANENT EROSION CONTROL PROGRESS PAYMENT: Progress Payment for Bid Items Spec 251 Code 200 Seeding Class II, Spec 253 Code 101 Straw Mulch, and Spec 255 Code 101 ECB Type I shall be set-off 50% until 50% of the seeding placed is no less than 50% established. Once the seeding has been placed, in the Engineer's opinion, 50% established the set-off shall be released and 100 % payment for the Bid Items set-off shall be made.
- 100-P02 EQUIPMENT: Any equipment used for this project shall be washed off prior to mobilizing to the site and the equipment, gravel, soil, and materials brought to the site are to be free of noxious weeds.
- 210-P01 CHANNEL EXCAVATION: Includes all earthwork within the grading limits at the locations according to Section 60 and Section 70 plans. Include all costs for excavation and embankment within the channel and drainage ditches, and disposal of unused materials offsite as specified in Section 107.17, "Removed Material". This work shall be paid for as lump sum and is estimated to be 13,000 CY of excavation and 2,000 CY of embankment.
- 256-P01 REMOVE AND REPLACE RIPRAP: This work includes removing the riprap from the Little Beicegel Creek at the locations according to Section 40 plans. Removed riprap shall be property of the Owner and will be salvaged and installed as part of the final stabilization activities. Existing riprap must be salvaged before regrading channel. After regrading, field fit salvaged riprap according to Section 60 plans and Section 256.01, "Construction Requirements" on Geosynthetic Material Type RR.
- Include all costs to remove and replace riprap as well as installing geosynthetic material in the contract unit price for "Remove and Replace Riprap."
- 258-P01 CONCRETE SLOPE PROTECTION: ArmorFlex® Articulating Concrete Block (ACB) system, including the boundary rope anchor system, to be paid for as Concrete Slope Protection. The work consists of furnishing, transporting, and constructing ACB slope stabilization system in accordance with the plans, specifications SP1, and manufacturers guidance. Spacing of the boundary rope anchors shall be determined by the manufacturer and approved by the Engineer prior to installation.
- 709-P01 GEOSYNTHETIC REINFORCEMENT: TECCO Mesh System to be paid for as Geosynthetic Reinforcement. The work consists of furnishing, transporting, and constructing a High Tensile Strength Wire Mesh slope stabilization system in accordance with the plans, specifications SP2 and SP3, and manufacturers guidance.
- 714-P01 PLUG PIPE-ALL TYPES & SIZES: At the location designated on the plans for plug and abandon pipe, pump the pipe full of controlled density backfill to prevent any future collapse or failure of the abandoned pipe. Mix the backfill as a blend of cement, water, pozzolanic materials, and fillers. The material will be fluid on placement to flow

around and fill voids within the pipe. The material will have a compressive strength in the range of 75 psi to 125 psi at 28 days. The material will be such that it lends itself to easy removal with a tractor backhoe. If the mix design shown is used, no further testing will be required. The mix design yields approximately one cubic yard of flowable mortar. Ensure means to identify the pipe is completely full such as a 4" PVC riser or other means approved by the Engineer prior to controlled density backfill placement. Plugging of pipe may need to be staged due to steep grade of pipes.

Flyash

MIX DESIGN	
Cement	100 lbs
Flyash	300 lbs
Fine Aggr	2600 lbs
Water	70 gals

Include all labor, materials, and equipment necessary to perform this work in the price bid for "Plug Pipe – All Types and Sizes."



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- 202-P01 REMOVE EXISTING FENCE: Notify landowners in writing, with a copy to the Engineer, a minimum of 30 days in advance of fencing removal. Just prior to removing fence, and before installation of temporary and permanent fencing, coordinate verbally with the adjacent landowners. Additional information, including the property owners' contact information, will be available from the Engineer. Contractor will remove existing fence and provide all salvaged fence and posts to respective landowner.
- 752-P01 TEMPORARY FENCE: Install 3 strand barbed wire temporary fencing prior to removing existing fencing. Include all costs for installation and removal of temporary fence, corner assemblies, and double brace assemblies in the contract unit price for "Temporary Fence".
- 752-P02 FENCE INSTALLATION: Coordinate final fencing layout with adjacent landowners. Additional information, including the property owners' contact information, will be available from the Engineer.
- Include all costs associated for layout coordination, corner and brace assemblies for fence installation in the contract unit price for "Fence Barbed Wire 4 Strand."

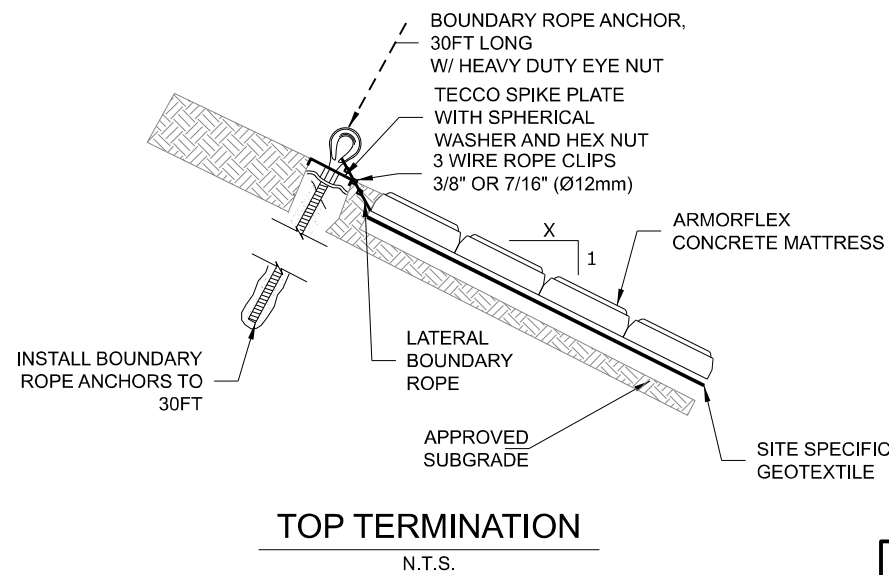
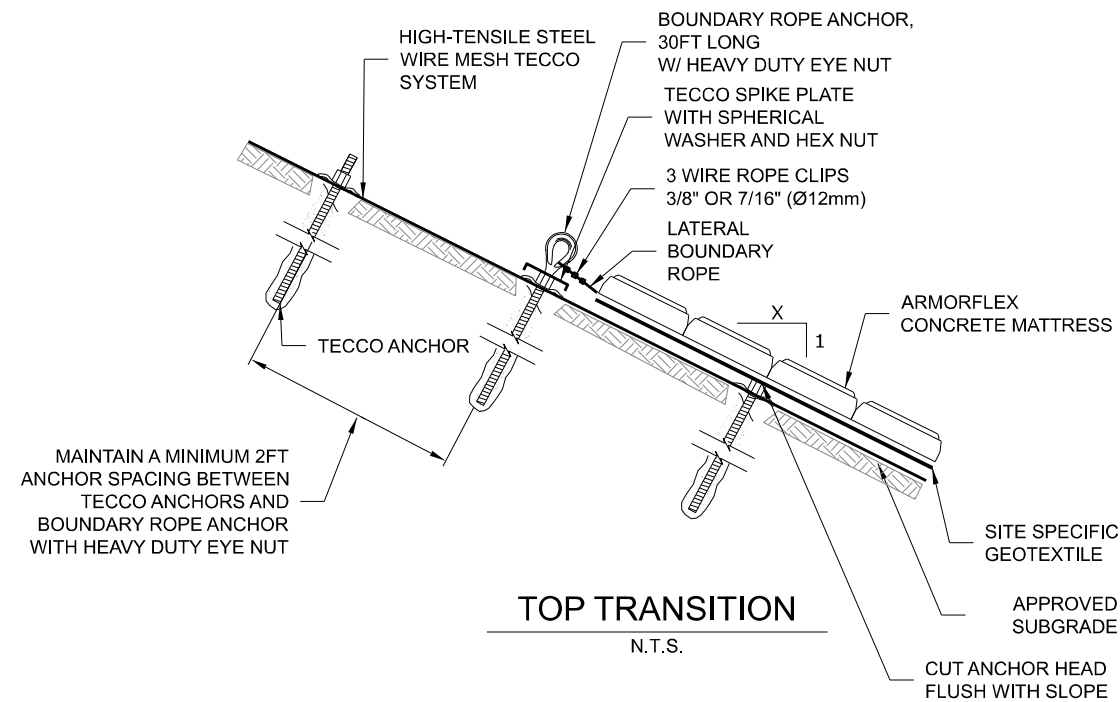
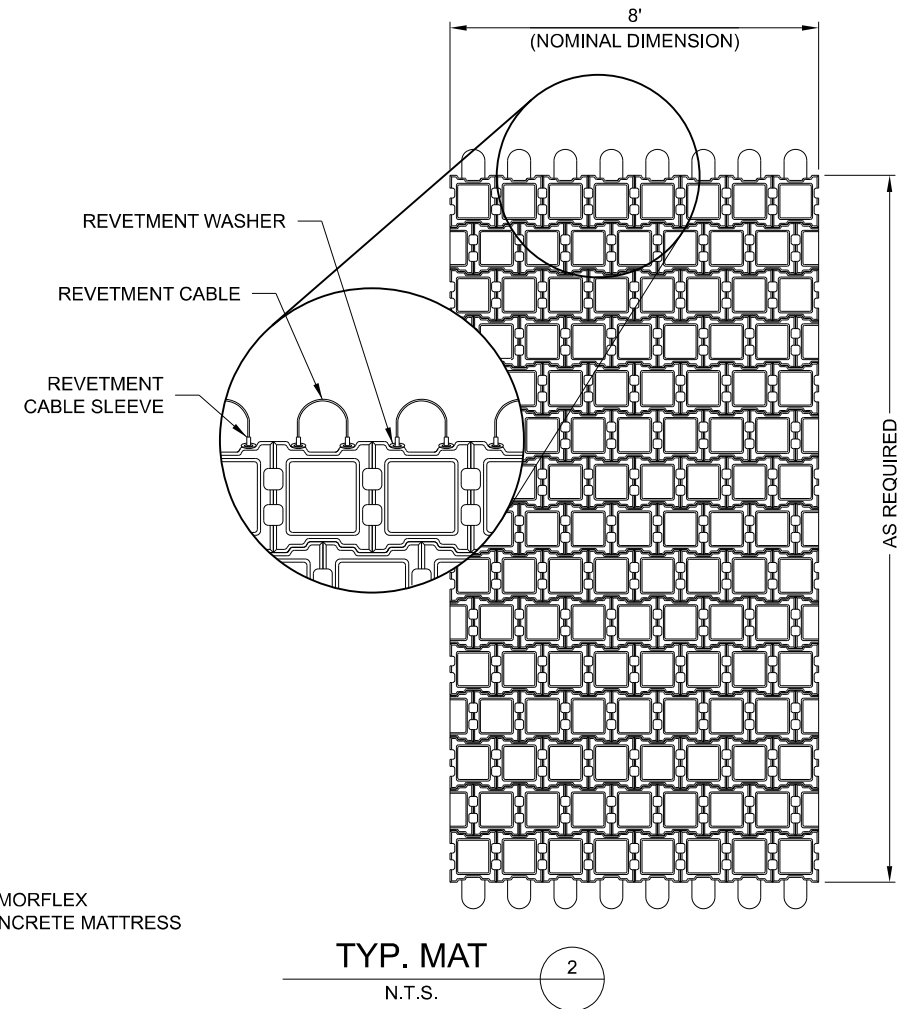
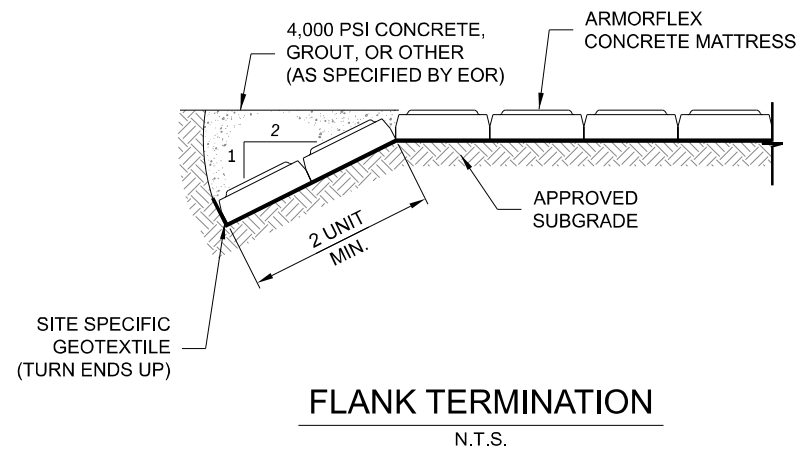
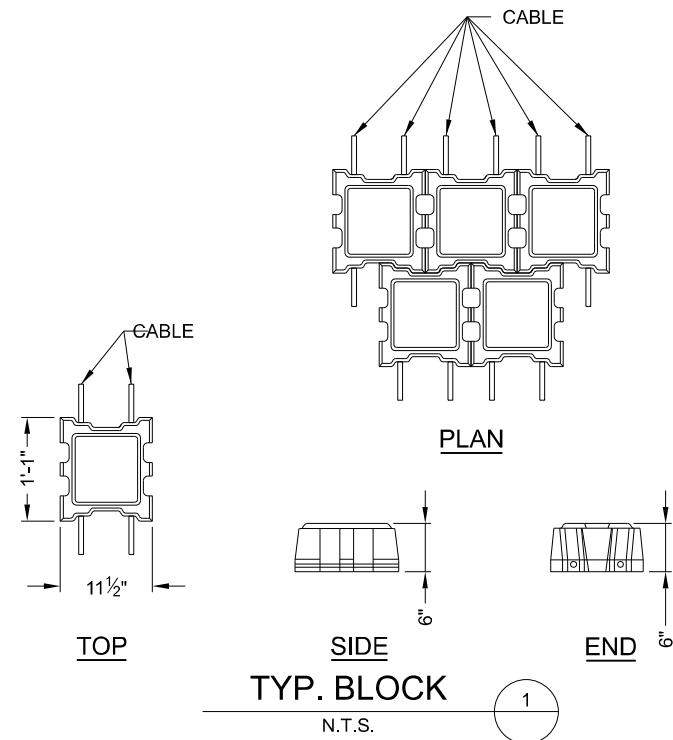


Estimated Quantities

Revised	5/6/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	MCK-BR2018(001)	8	1

SPEC	CODE	ITEM DESCRIPTION	UNIT	Mainline: Funding A	TOTAL
103	0100	CONTRACT BOND	L SUM	1	1
202	0290	REMOVAL OF SLOPE PROTECTION	SY	384	384
202	0312	REMOVE EXISTING FENCE	LF	252	252
210	0127	CHANNEL EXCAVATION	L SUM	1	1
251	0200	SEEDING CLASS II	ACRE	0.29	0.29
251	2000	TEMPORARY COVER CROP	ACRE	0.29	0.29
253	0201	HYDRAULIC MULCH	ACRE	0.58	0.58
255	0102	ECB TYPE 2	SY	1405	1405
256	0701	REMOVE AND REPLACE RIPRAP	CY	94	94
258	0100	CONCRETE SLOPE PROTECTION	SY	740	740
261	0112	FIBER ROLLS 12IN	LF	432	432
261	0113	REMOVE FIBER ROLLS 12IN	LF	432	432
702	0100	MOBILIZATION	L SUM	1	1
704	1000	TRAFFIC CONTROL SIGNS	UNIT	192	192
704	1052	TYPE III BARRICADE	EA	2	2
709	0200	GEOSYNTHETIC REINFORCEMENT	SY	776	776
714	9680	PLUG PIPE-ALL TYPES & SIZES	EA	2	2
752	0200	FENCE BARBED WIRE 4 STRAND	LF	268	268
752	0905	TEMPORARY FENCE	LF	184	184

	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	MCK-BR2018(001)	20	1

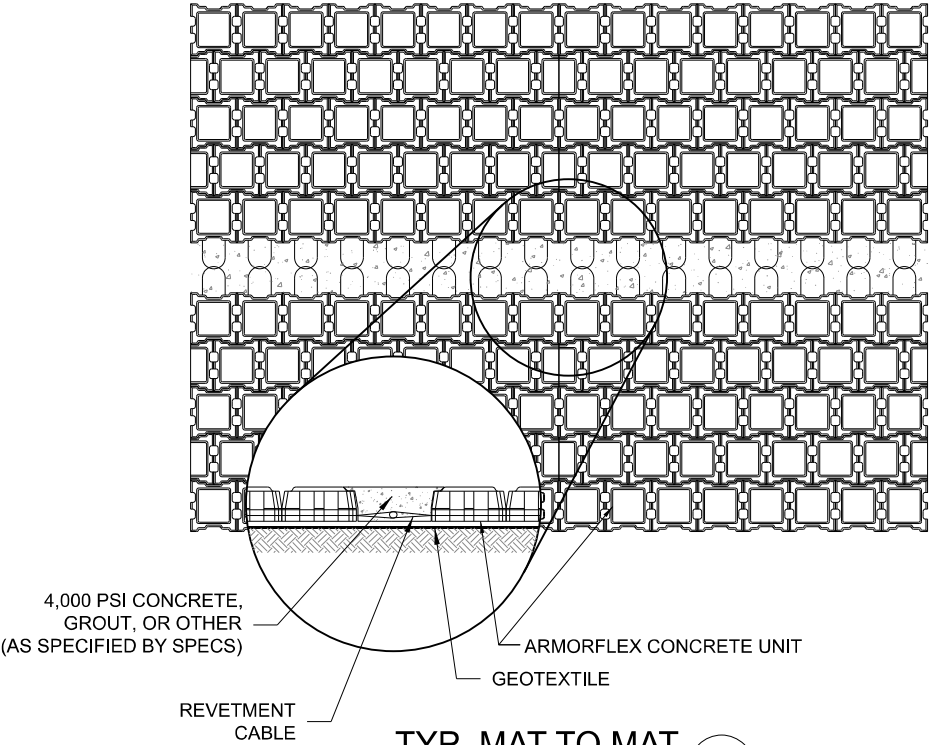


NOTE:
SPECIFIC ARMORFLEX PRODUCT TO BE DETERMINED
BY MANUFACTURER AND CONTRACTOR.

Revetment Details
Little Beicegel Creek
Revetment



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	MCK-BR2018(001)	20	2

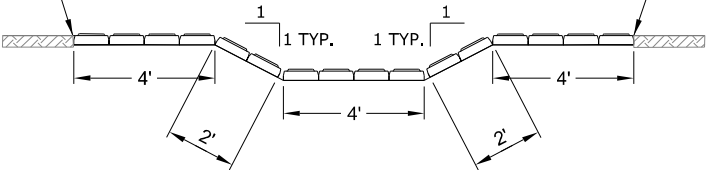


TYP. MAT TO MAT

N.T.S.

3

SEE TOP TERMINATION DETAIL
SECTION 20 SHEET 1

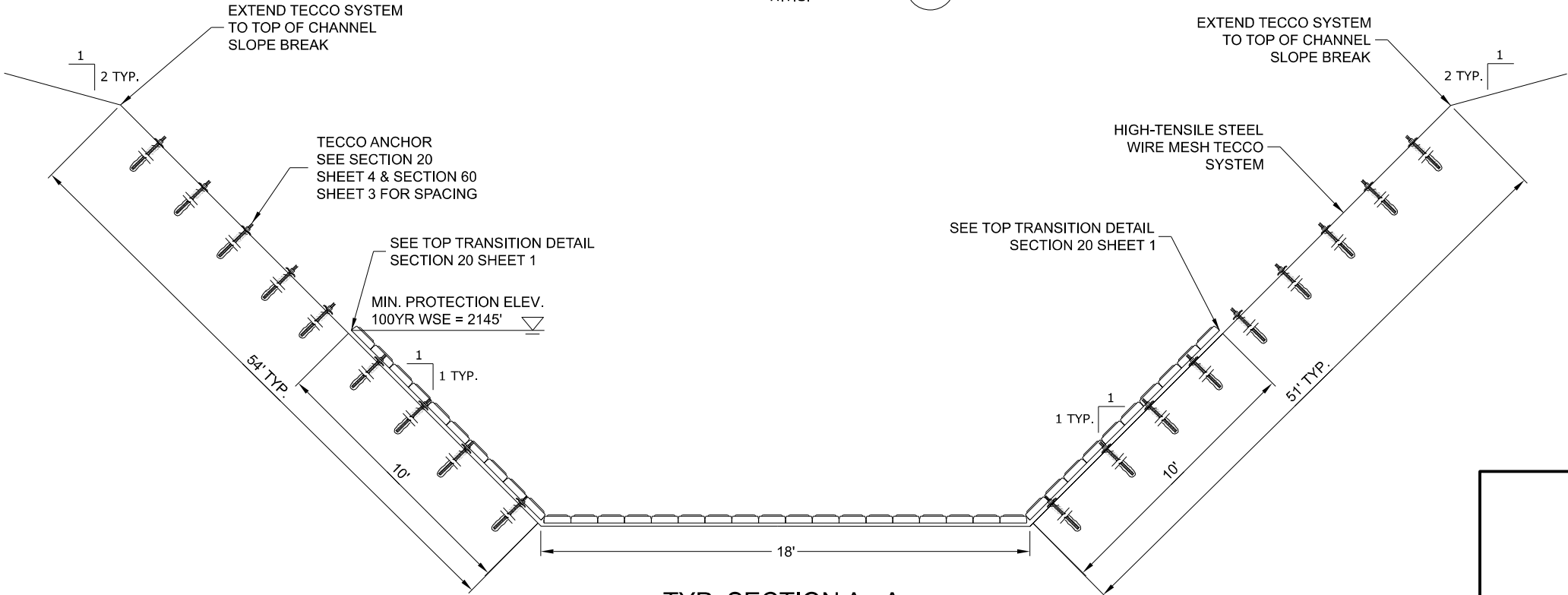


SEE TOP TERMINATION DETAIL
SECTION 20 SHEET 1

TYP. SECTION D - D
DITCH MAT

N.T.S.

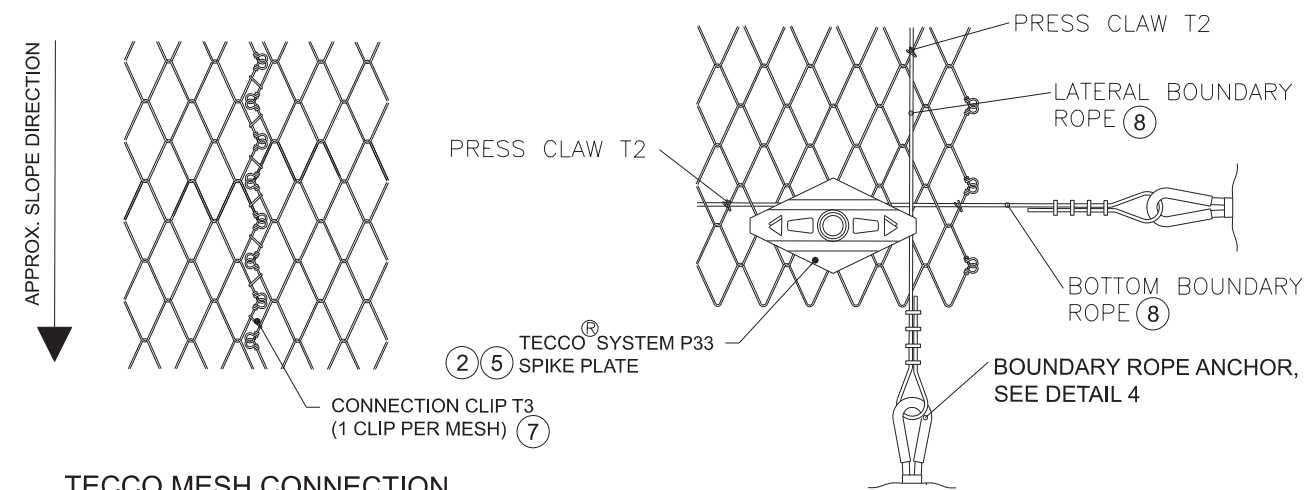
7



Revetment Details
Little Beicegel Creek
Revetment

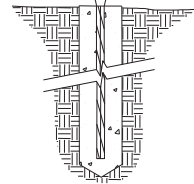


Revised	5/6/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	MCK-BR2018(001)	20	3



TECCO MESH CONNECTION
VERTICAL - NORMALLY WITHOUT
OVERLAP

BOUNDARY ROPE ANCHOR
W/ HEAVY DUTY EYE NUT

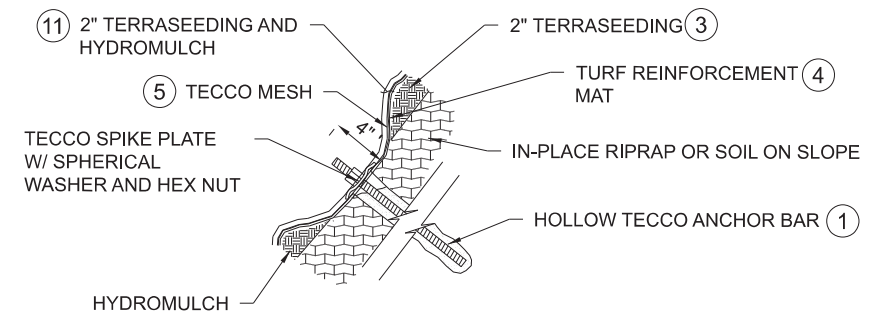
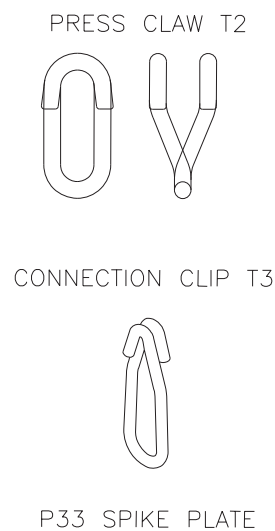


1
-
DETAIL: TECCO ANCHOR
N.T.S.

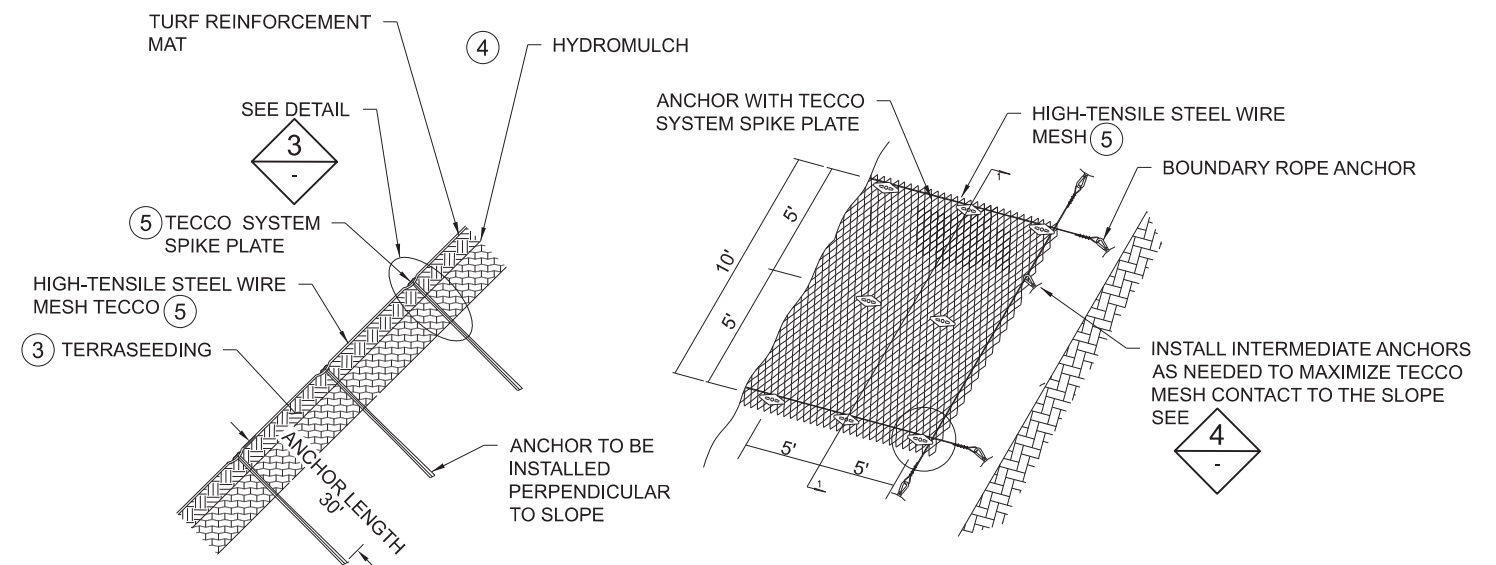
4
-
DETAIL: TECCO BOUNDARY ROPE SOIL ANCHOR
N.T.S.

NOTES:

- ① HOLLOW ANCHOR BARS MAY BE SUBSTITUTED WITH #8 R61 GRADE 75 BARS IN ACCORDANCE WITH SP3 - SOIL ANCHORS.
- ② TENSION THE TECCO SYSTEM TO 7 KIPS USING A TORQUE WRENCH OR HYDRAULIC PRESS TO A REQUIRED TORQUE PER MANUFACTURER REQUIREMENTS.
- ③ PLACE 2" TERRASEEDING OVER GRADED SOIL.
- ④ TURF REINFORCEMENT MAT SHALL BE PLACED PRIOR TO TECCO MESH PLACEMENT ON A PREPARED SLOPE FACE. TURF REINFORCEMENT MAT SHALL CONSIST OF ONE OF THE FOLLOWING:
 - TENAX MULTIMAT 100 WITH EROSION CONTROL BLANKET (NDDOT 856 ECB TYPE 1)
 - ENKAMAT 7010 WITH EROSION CONTROL BLANKET (NDDOT 856 ECB TYPE 1)
 - ENGINEER OF RECORD APPROVED EQUAL
- ⑤ INSTALL TECCO G65/3MM WIRE MESH AND P33 SPIKE PLATE.
- ⑥ PERFORM VERIFICATION AND PROOF TESTING PER THE PROJECT SPECIFICATIONS.
- ⑦ WHERE INSTALLING TECCO MESH AROUND OBSTRUCTIONS, USE TECCO LACING CABLES AROUND THE OPENING. LACING CABLES SHALL CONSIST OF GALVANIZED 5/16" INDEPENDENT WIRE ROPE CORE (IWRC) 6x19 OR APPROVED EQUIVALENT. LACING CABLES SHALL BE THROUGH EACH MESH DIAMOND.
- ⑧ BOUNDARY WIRE ROPE SHALL BE ZINC COATED 1/2" DIAMETER WITH A MINIMUM BREAKING STRENGTH OF 20.5 KIPS.
- ⑨ UTILIZE #8 1 INCH (25mm) R61 GRADE 75 BARS AS AUXILIARY NAILS AS REQUIRED TO SECURE TECCO MESH AT CHANGES IN SLOPE TO MAXIMIZE TECCO CONTACT WITH THE GROUND SURFACE.
- ⑩ GROUT SHALL BE PER PROJECT SPECIFICATIONS.
- ⑪ HYDROMULCH SHALL BE AS SPECIFIED BY THE ENGINEER.



3
-
DETAIL: TECCO SYSTEM - FINISHED CONNECTION
N.T.S.



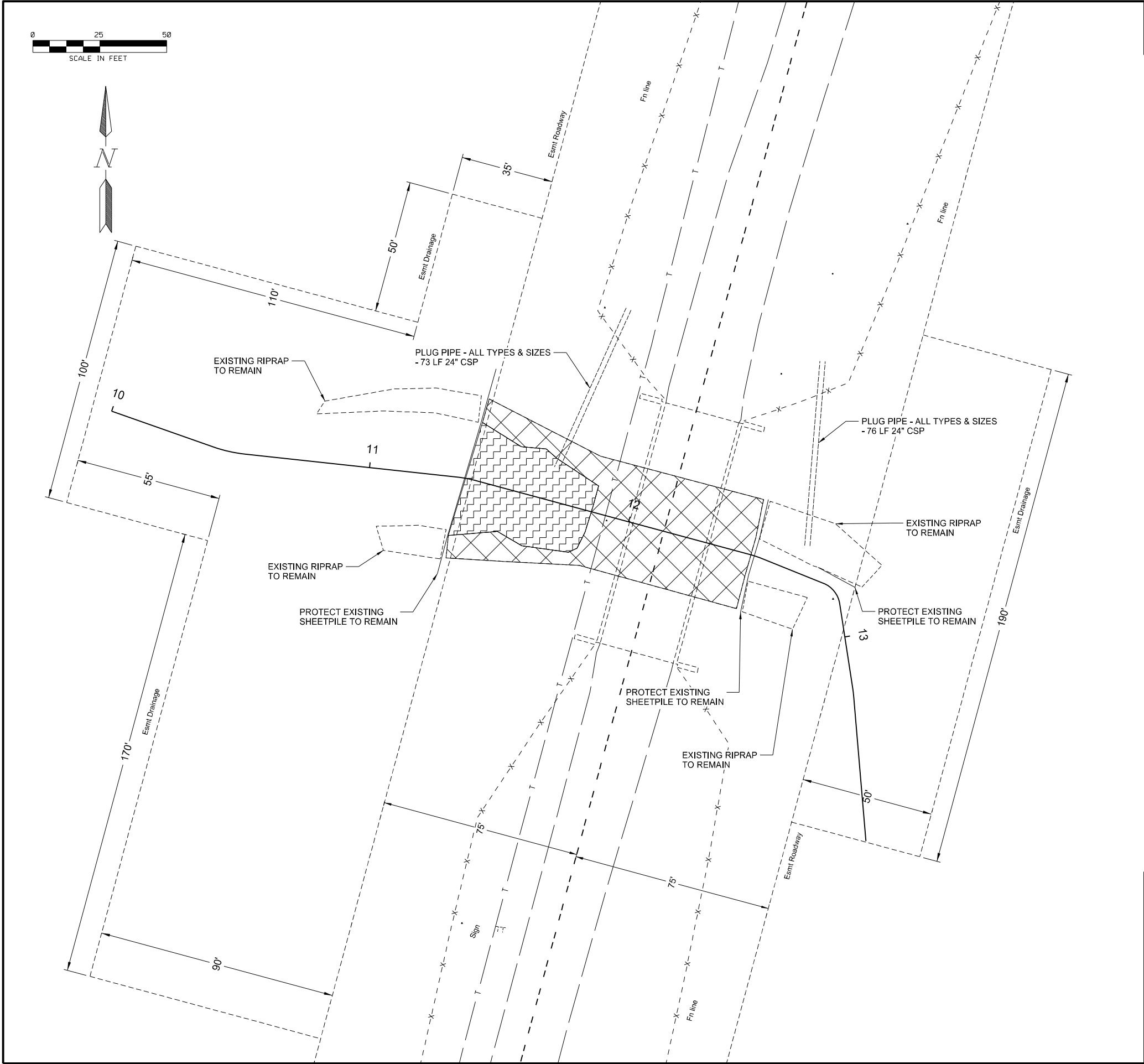
CROSS SECTION 1-1

GENERAL ANCHOR ARRANGEMENT

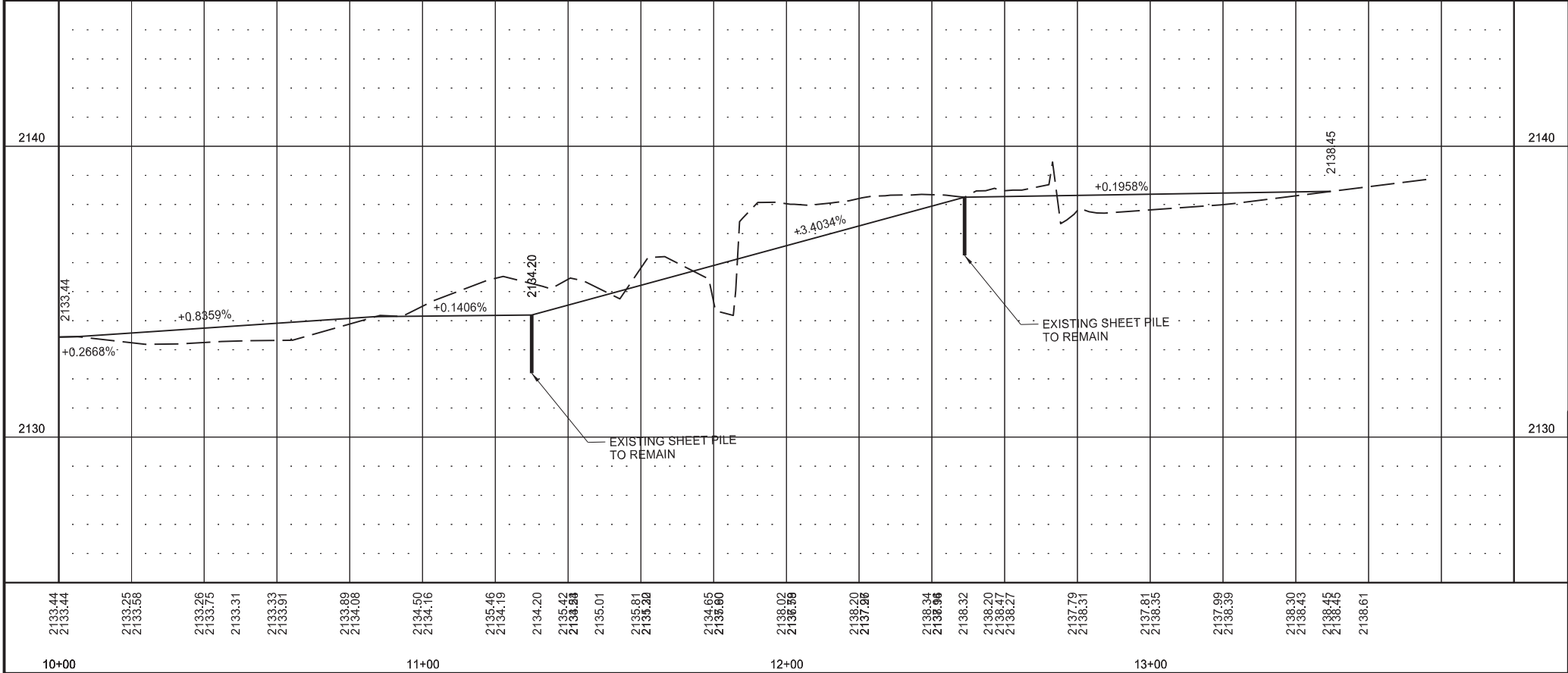
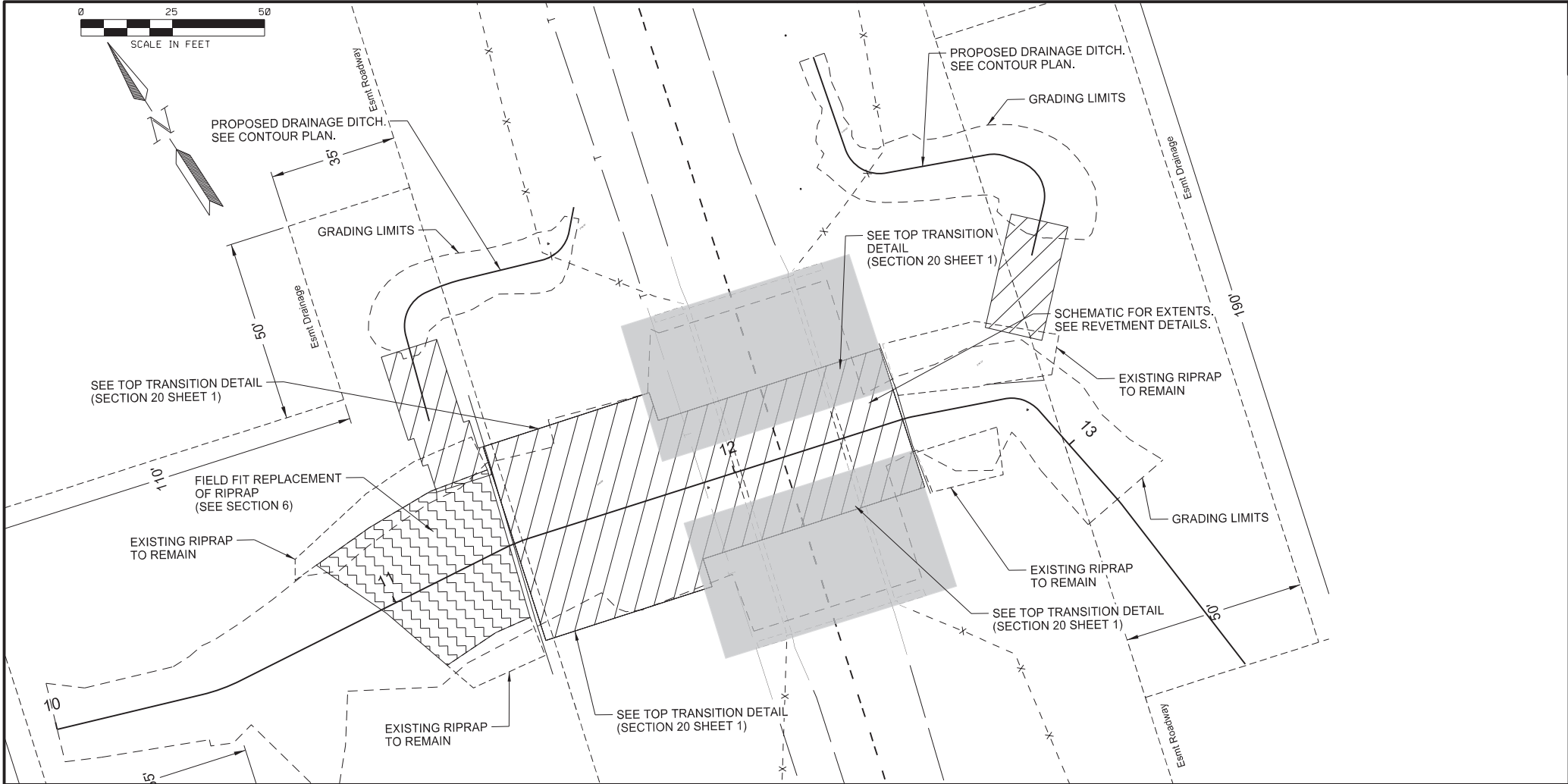
2
-
DETAIL: TECCO SYSTEM - WIRE MESH FACING
N.T.S.

Revetment Details
Little Beicegel Creek
Revetment





	STATE	PROJECT NO.	SECTION NO.	SHEET NO.																																			
	ND	MCK-BR2018(001)	40	1																																			
<table><thead><tr><th>Spec</th><th>Code</th><th>Item Description</th><th>QTY</th><th>Unit</th></tr></thead><tbody><tr><td>202</td><td>0290</td><td>Removal of Slope Protection</td><td></td><td></td></tr><tr><td></td><td></td><td>Sta 10+00 to Sta 13+77.44</td><td>384</td><td>SY</td></tr><tr><td>256</td><td>0701</td><td>Remove and Replace Riprap</td><td></td><td></td></tr><tr><td></td><td></td><td>Sta 10+00 to Sta 13+77.44</td><td>94</td><td>CY</td></tr><tr><td>714</td><td>9680</td><td>Plug Pipe-All Types & Sizes</td><td></td><td></td></tr><tr><td></td><td></td><td>Sta 10+00 to Sta 13+77.44</td><td>2</td><td>EA</td></tr></tbody></table>					Spec	Code	Item Description	QTY	Unit	202	0290	Removal of Slope Protection					Sta 10+00 to Sta 13+77.44	384	SY	256	0701	Remove and Replace Riprap					Sta 10+00 to Sta 13+77.44	94	CY	714	9680	Plug Pipe-All Types & Sizes					Sta 10+00 to Sta 13+77.44	2	EA
Spec	Code	Item Description	QTY	Unit																																			
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714	9680	Plug Pipe-All Types & Sizes																																					
		Sta 10+00 to Sta 13+77.44	2	EA																																			
<p>LEGEND</p> <div><div></div>Remove of Slope Protection</div> <div><div></div>Remove and Replace Riprap</div>																																							
Removals Little Beicegel Creek Revetment			<div><div>REGISTERED PROFESSIONAL ENGINEER</div><div>ALEXANDER M. CHAPLA</div><div>PE-41087</div><div>DATE: 4/4/25</div><div>NORTH DAKOTA</div></div>																																				



Revised	5/6/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	MCK-BR2018(001)	60	1

Spec	Code	Item Description	QTY	Unit
258	100	Concrete Slope Protection		
		Sta 10+00 to Sta 13+77.44	740	SY
709	200	Geosynthetic Reinforcement		
		Sta 10+00 to Sta 13+77.44	776	SY

LEGEND

- Concrete Slope Protection
- Geosynthetic Reinforcement
- Remove and Replace Riprap

Plan & Profile

Little Beicegel Creek
Revetment

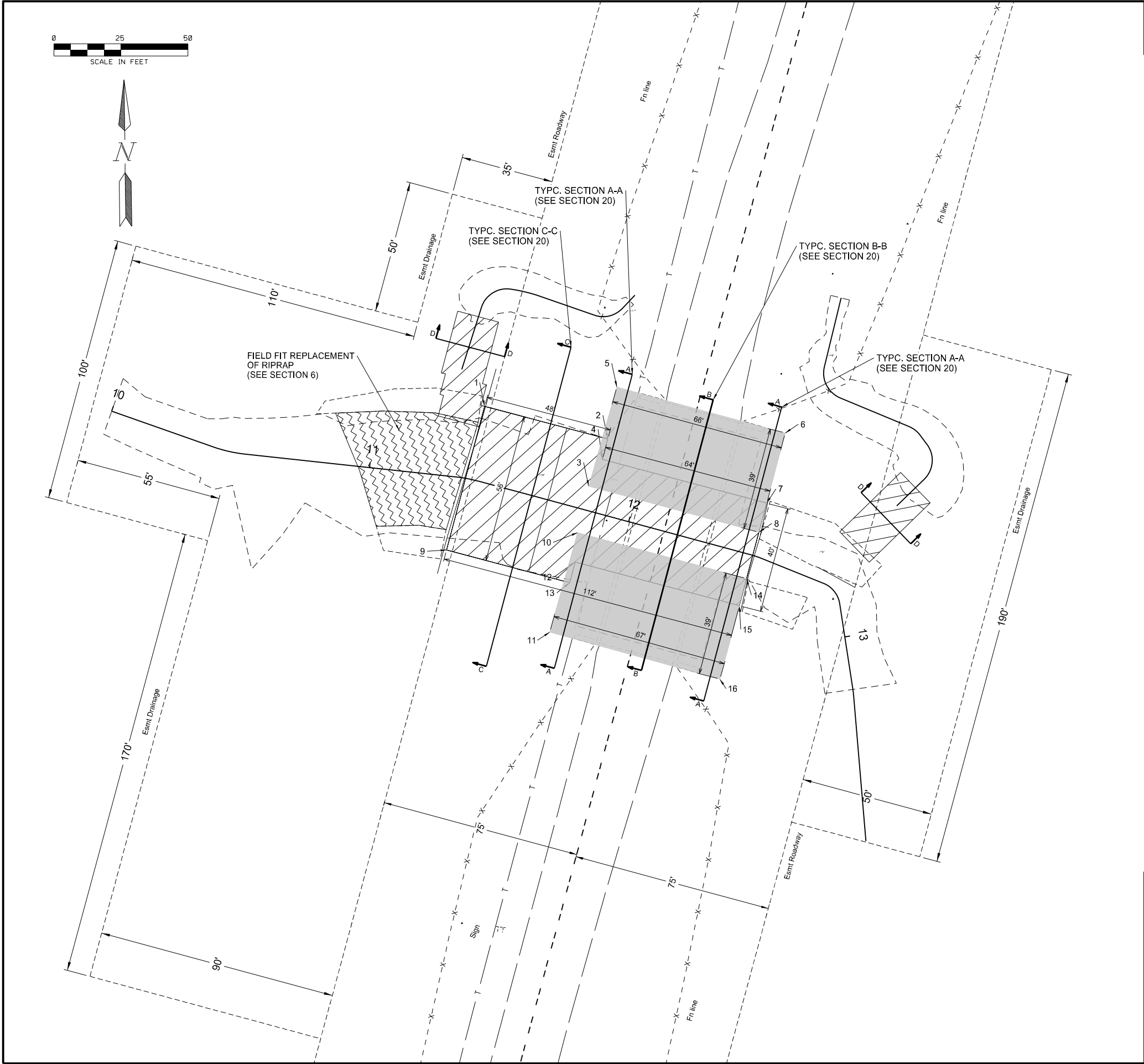
REGISTERED PROFESSIONAL ENGINEER

ALEXANDER M. CHAPLA

PE-41087

DATE: 5/6/25

NORTH DAKOTA



	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	MCK-BR2018(001)	60	2

POINT	NORTHING	EASTING
1	1206256.3316	166147.1658
2	1206302.7264	166134.8564
3	1206295.5485	166117.0501
4	1206300.6749	166127.1239
5	1206306.1145	166154.4232
6	1206369.5578	166137.0931
7	1206302.7264	166134.8564
8	1206359.6129	166099.7102
9	1206241.9707	166093.0385
10	1206291.3169	166099.6048
11	1206280.8097	166062.1348
12	1206290.4171	166088.4616
13	1206288.3655	166080.7291
14	1206354.9881	166082.2681
15	1206352.2768	166072.0491
16	1206344.9405	166044.3980

LEGEND

Concrete Slope Protection

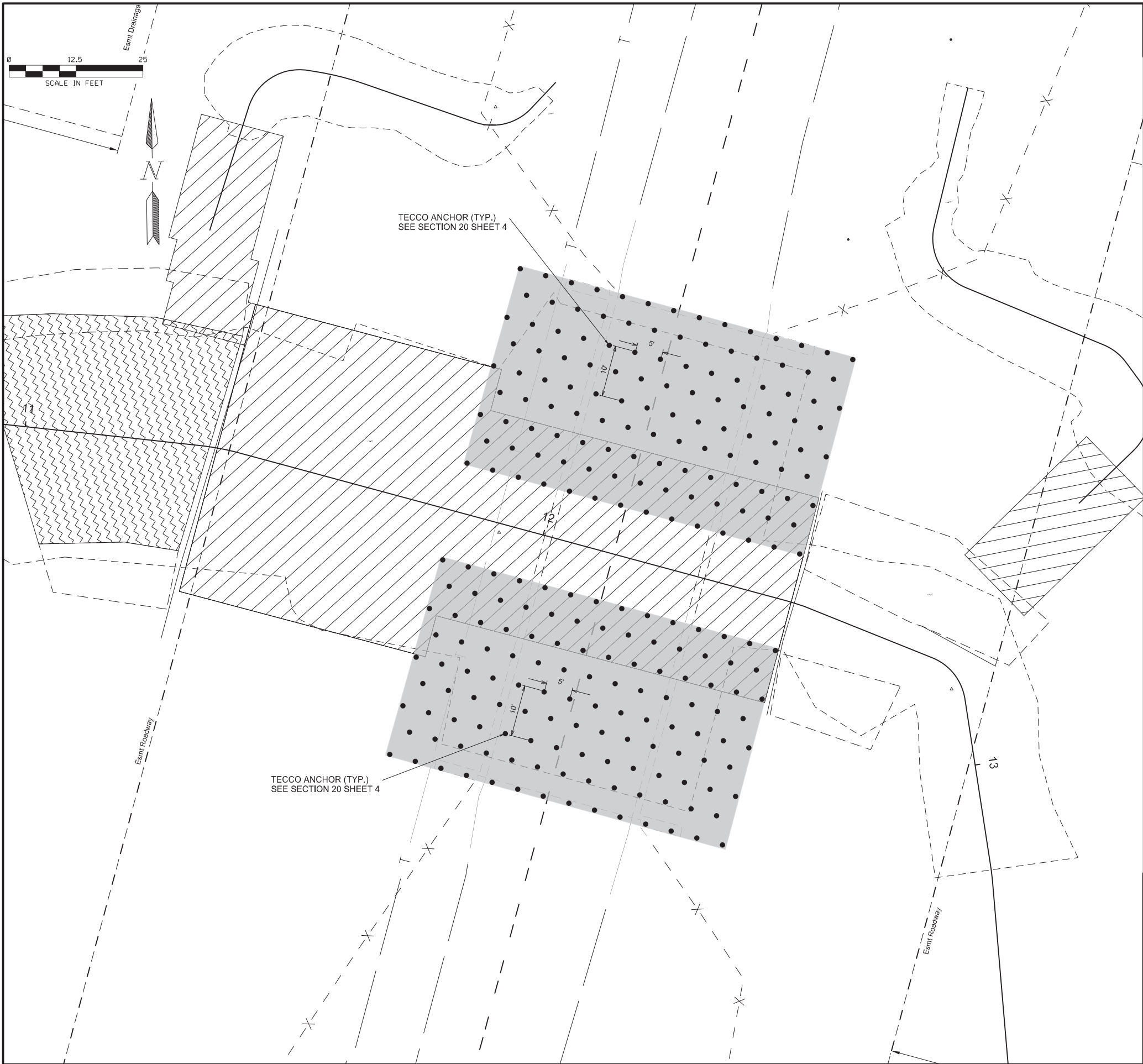
Geosynthetic Reinforcement

Remove and Replace Riprap

NOTE:
FIELD VERIFY COORDINATES AND EXTENTS OF STABILIZATION.

Plan & Profile
Little Beicegel Creek
Revetment





Revised	5/6/2025	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	MCK-BR2018(001)	60	3

LEGEND

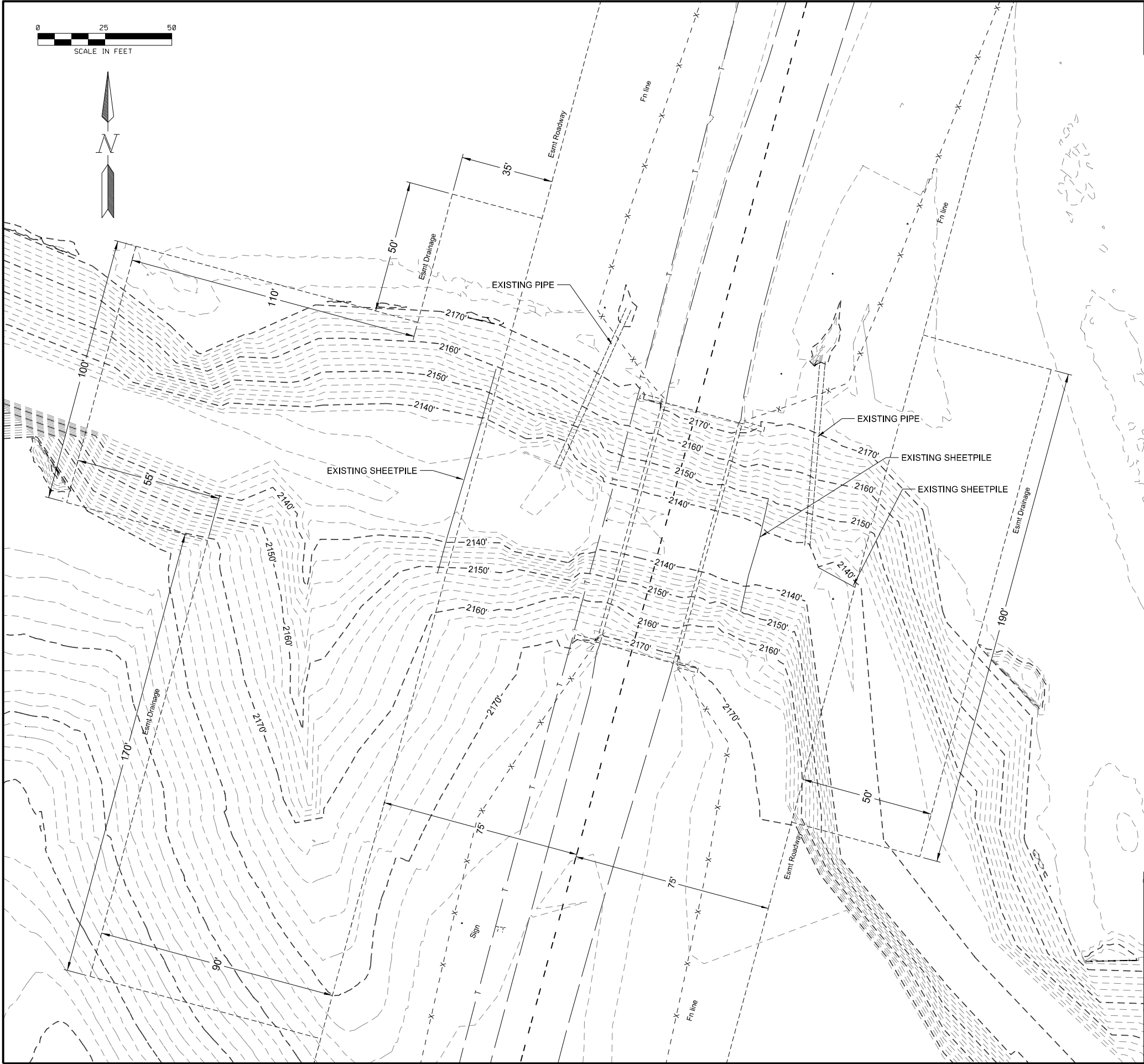
- Concrete Slope Protection
- Geosynthetic Reinforcement
- Remove and Replace Riprap

NOTES:

- FIELD VERIFY ANCHOR PLACEMENT AND EXTENTS OF STABILIZATION.
- STAKE INDIVIDUAL TECCO ANCHOR LOCATIONS CONSISTENT WITH THE SPACING REQUIREMENTS SHOWN ON SECTION 20 SHEET 4.
- INSTALL VERIFICATION TEST ANCHORS AT LOCATIONS DESIGNATED BY THE ENGINEER. PERFORM VERIFICATION TESTS UNDER OBSERVATION OF ENGINEER. PROVIDE VERIFICATION TEST RESULTS TO ENGINEER UPON COMPLETION OF TEST.
- PERFORM PROOF TESTING OF PRODUCTION ANCHORS AT DIRECTION OF ENGINEER.
- ENGINEER MAY ADD PRODUCTION ANCHORS TO FACILITATE TECCO WIRE MESH INSTALLATION AT SHARP SLOPE BREAKS OR ALONG BOUNDARIES OF TRANSITION AREAS. INSTALL ADDITIONAL PRODUCTION ANCHORS AS DIRECTED BY ENGINEER.
- STAKE LIMITS OF TECCO SLOPE STABILIZATION USING LOCATION INFORMATION PROVIDED BY ENGINEER. SEE SECTION 60 SHEET 2.

Plan & Profile
Little Beicegel Creek
Revetment

REGISTERED PROFESSIONAL ENGINEER
ALEXANDER M. CHAPLA
PE-41087
DATE: 5/6/25
NORTH DAKOTA



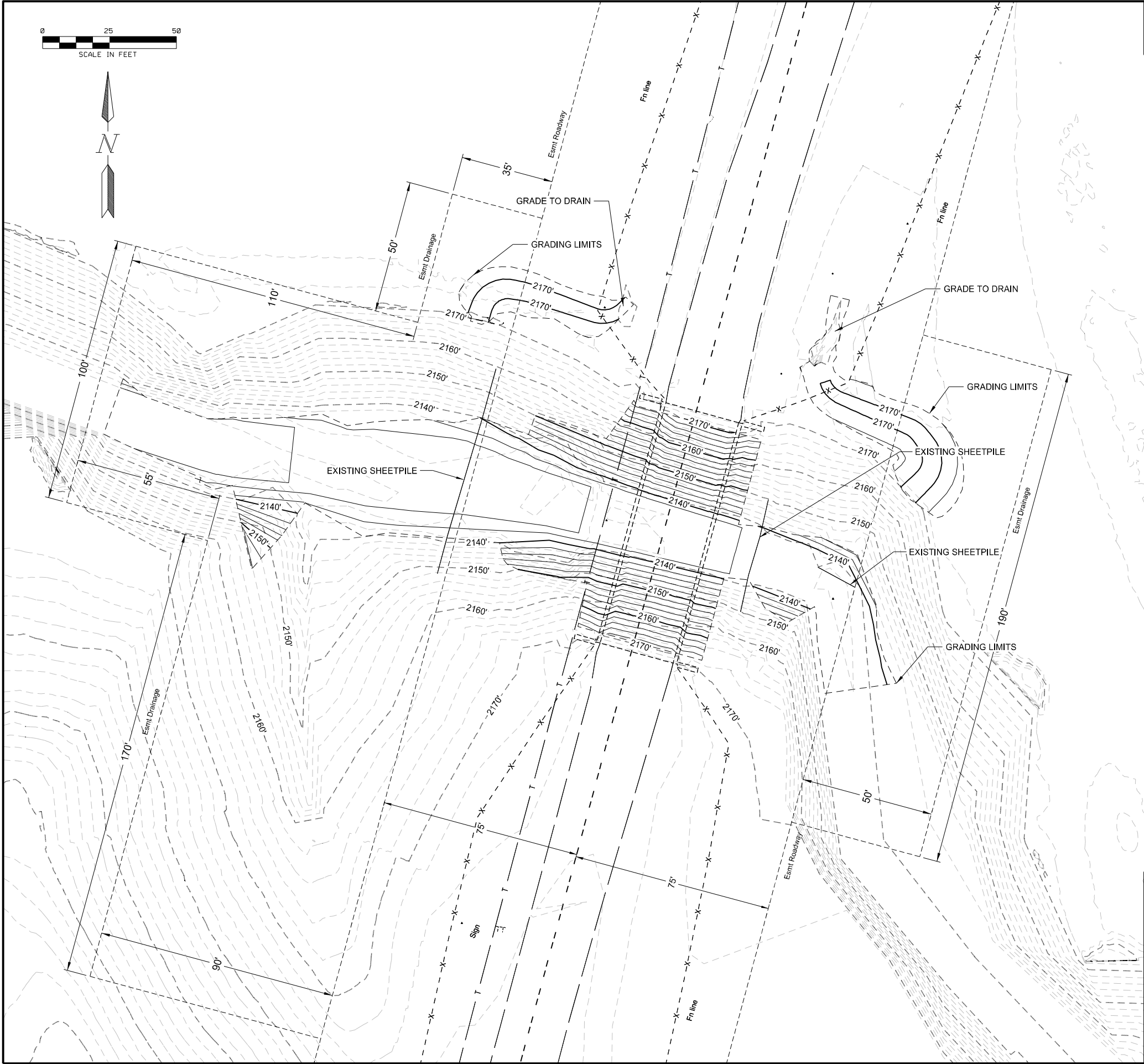
	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	MCK-BR2018(001)	70	1

LEGEND

----- Existing Contour - 2ft

Contour Plans
Existing
Little Beicegel Creek
Revetment





STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	MCK-BR2018(001)	70	2

LEGEND

— Proposed Contour - 2ft

- - - Existing Contour - 2ft

NOTE:
CONTOUR PLANS ARE FOR REFERENCE.
DIGITAL TERRAIN MODEL SHALL BE
PROVIDED TO THE CONTRACTOR.

Contour Plans
Proposed
Little Beicegel Creek
Revetment

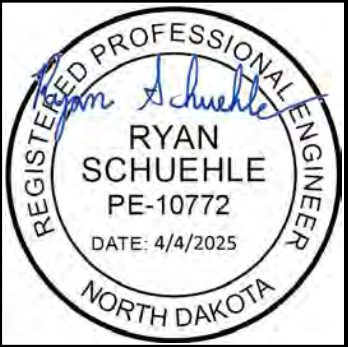
REGISTERED PROFESSIONAL ENGINEER
ALEXANDER M. CHAPLA
PE-41087
DATE: 4/4/25
NORTH DAKOTA

Other Waters and Streams Impact Table																
				USACE Jurisdictional ¹	Impacts to Other Waters						Other Water Mitigation					
					Acres			Linear Feet			Mitigation Proposed			USACE Mitigation Bank		Onsite Mitigaiton Method
					Temp.	Perm. (Fill/Drain)	Perm. (Cut)	Temp.	Perm. (Fill/Drain)	Perm. (Cut)	EO 11990	USACE	USFWS	Location	Acre(s)	Mitigation Location; ratio
#OW 1b	Sec 5 T145N R101W	Stream	Natural	Y	0.253			320.000			N	N	N			
Totals					0.253	0.000									0.000	0.000

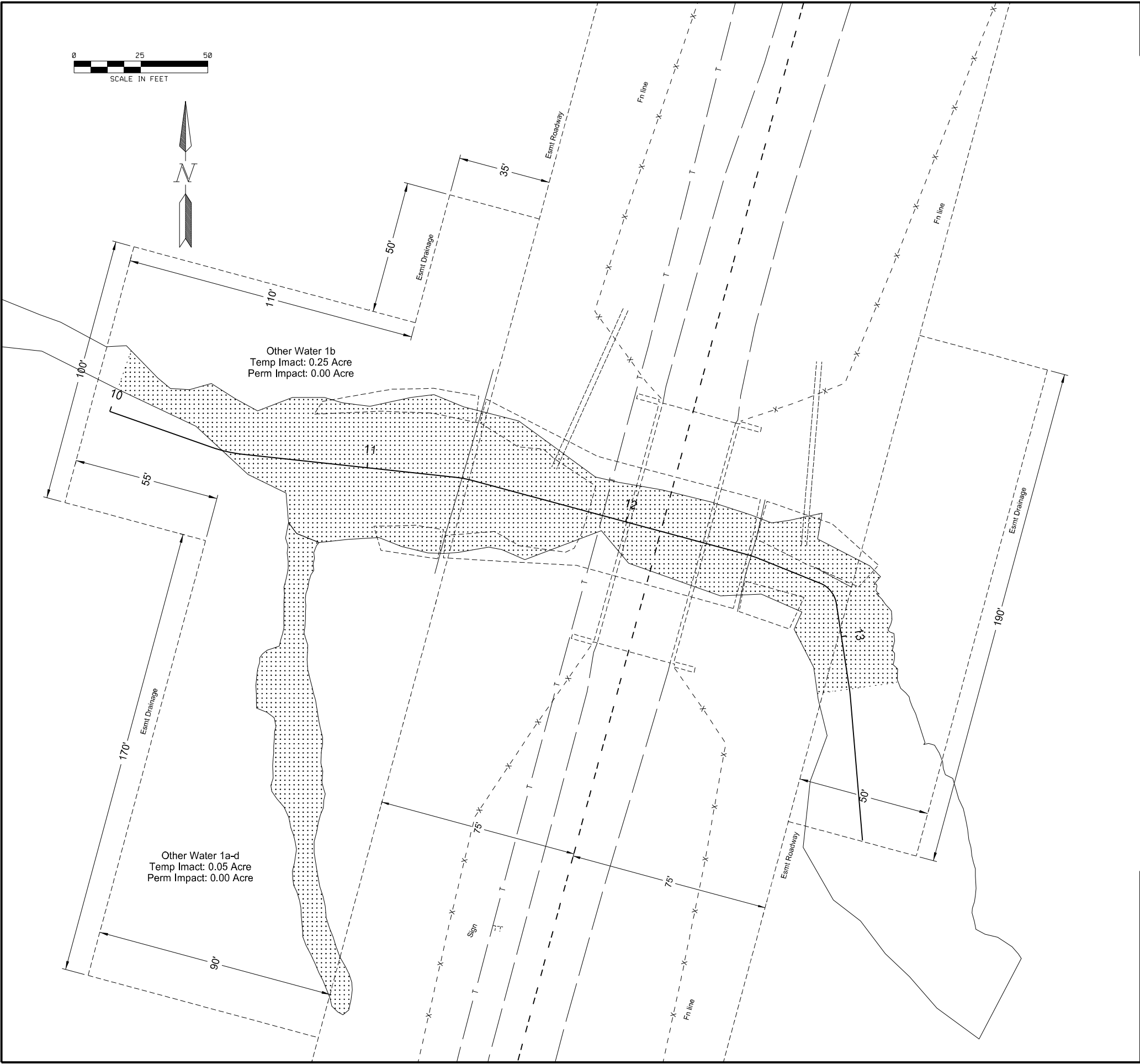
Other Waters-d Impact Table																
				USACE Jurisdictional ¹	Impacts to Other Waters						Other Water Mitigation					
					Acres			Linear Feet			Mitigation Proposed			USACE Mitigation Bank		Onsite Mitigaiton Method
					Temp.	Perm. (Fill/Drain)	Perm. (Cut)	Temp.	Perm. (Fill/Drain)	Perm. (Cut)	EO 11990	USACE	USFWS	Location	Acre(s)	Mitigation Location; ratio
OW-1a-d	Sec 5 T145N R101W	Created Drainage Feature	Created	Y	0.052	0.000		200.000	0.000	0.000	N	N	N			
Totals					0.052	0.000		200.0	0.0							

¹ A Nationwide Permit was issued by the USACE on 4/16/2024; NWO-2014-01572-BIS.

Impact Summary Table			
Permanent Impact Summary		Temporary Impacts and additional information	
Wetland Type	Total Acre(s)	Water Type	Total Acre(s)
Natural/JD (Fill/Drain)	0.000	Temporary Wetland JD	0.000
Natural/Non-JD (Fill/Drain)	0.000	Non-JD Wetland Temporary	0.000
Artificial/JD (Fill/Drain)	0.000		
Artificial /Non-JD (Fill/Drain))	0.000	Permanent OW	0.000
Total	0.000	Temporary OW	0.253
JD Natural (Cut)		Permanent OW-d	0.000
JD Artificial (Cut)		Temporary OW-d	0.052
Non-JD Natural (Cut)			
Non-JD Artificial (Cut)			
Total	0.000		


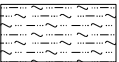


Wetlands Mitigation and Environmental



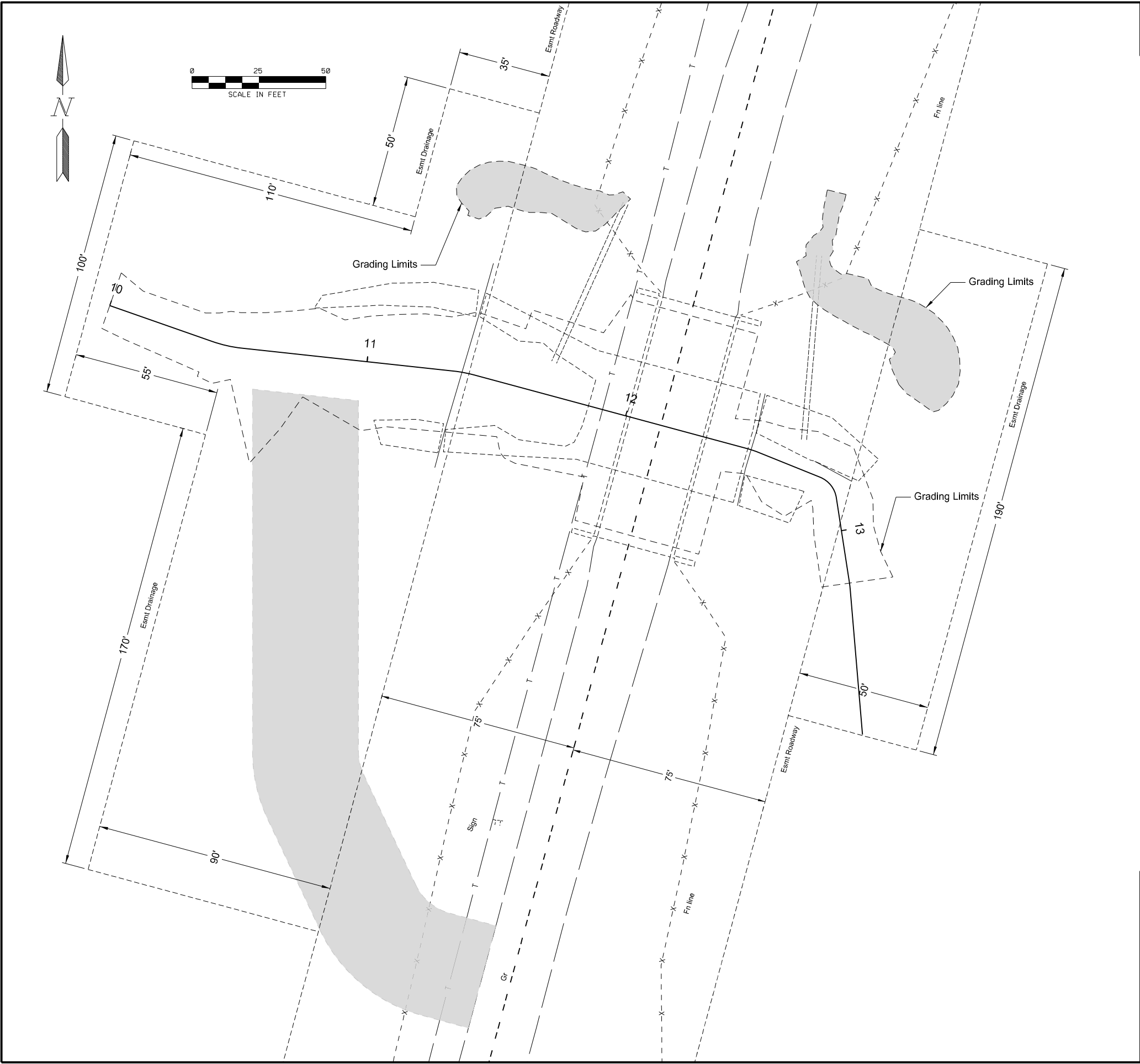
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	MCK-BR2018(001)	75	2

LEGEND

-  Temporary Other Water Impact
-  Permanent Other Water Impact

Wetland Impacts
Little Beicegel Creek
Revetment





	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
	ND	MCK-BR2018(001)	76	1

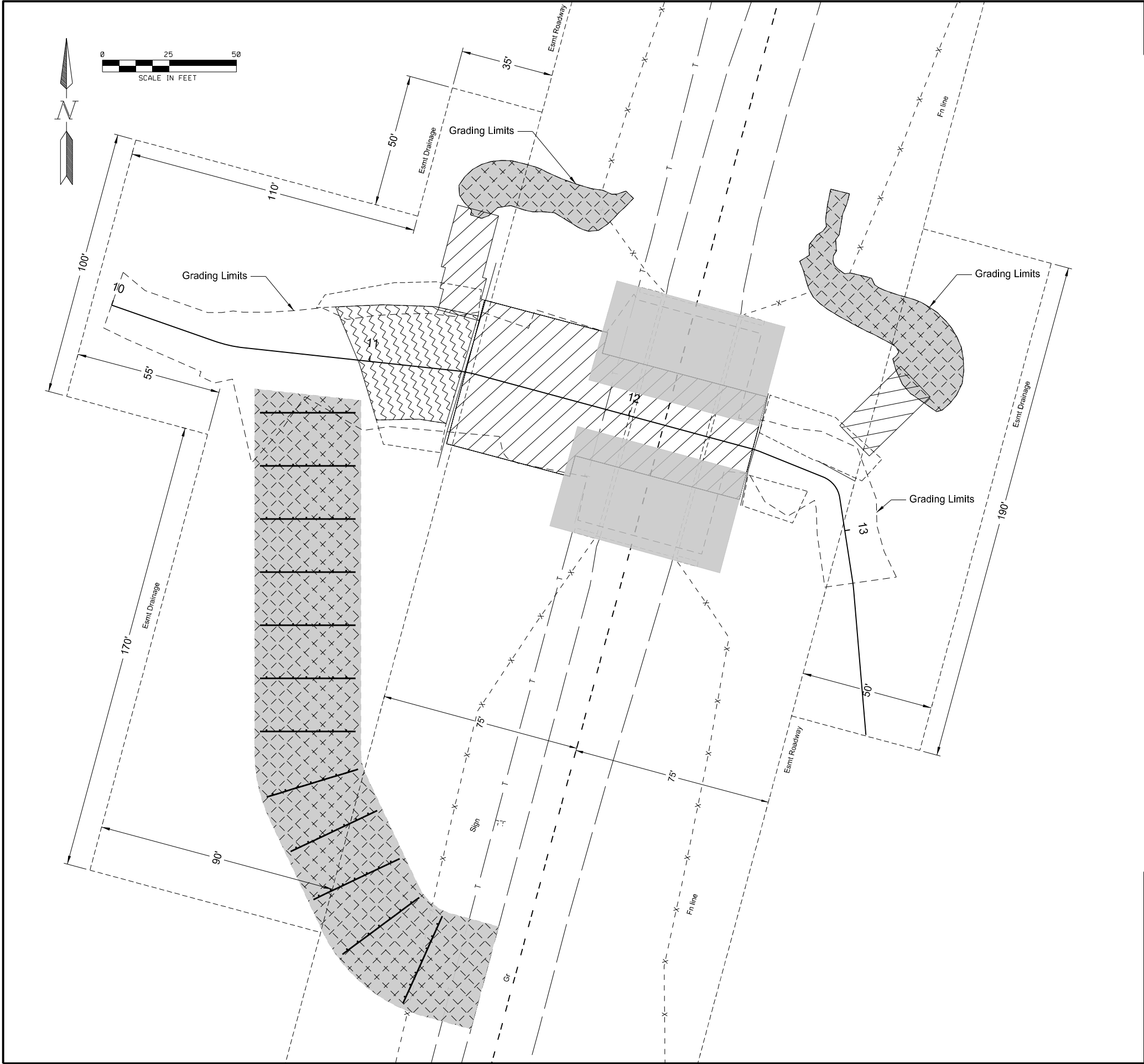
Spec	Code	Item Description	QTY	Unit
251	2000	Temporary Crop Cover		
		Sta 10+00 to Sta 13+77.44	0.29	Acre
253	0201	Hydraulic Mulch		
		Sta 10+00 to Sta 13+77.44	0.29	Acre

LEGEND

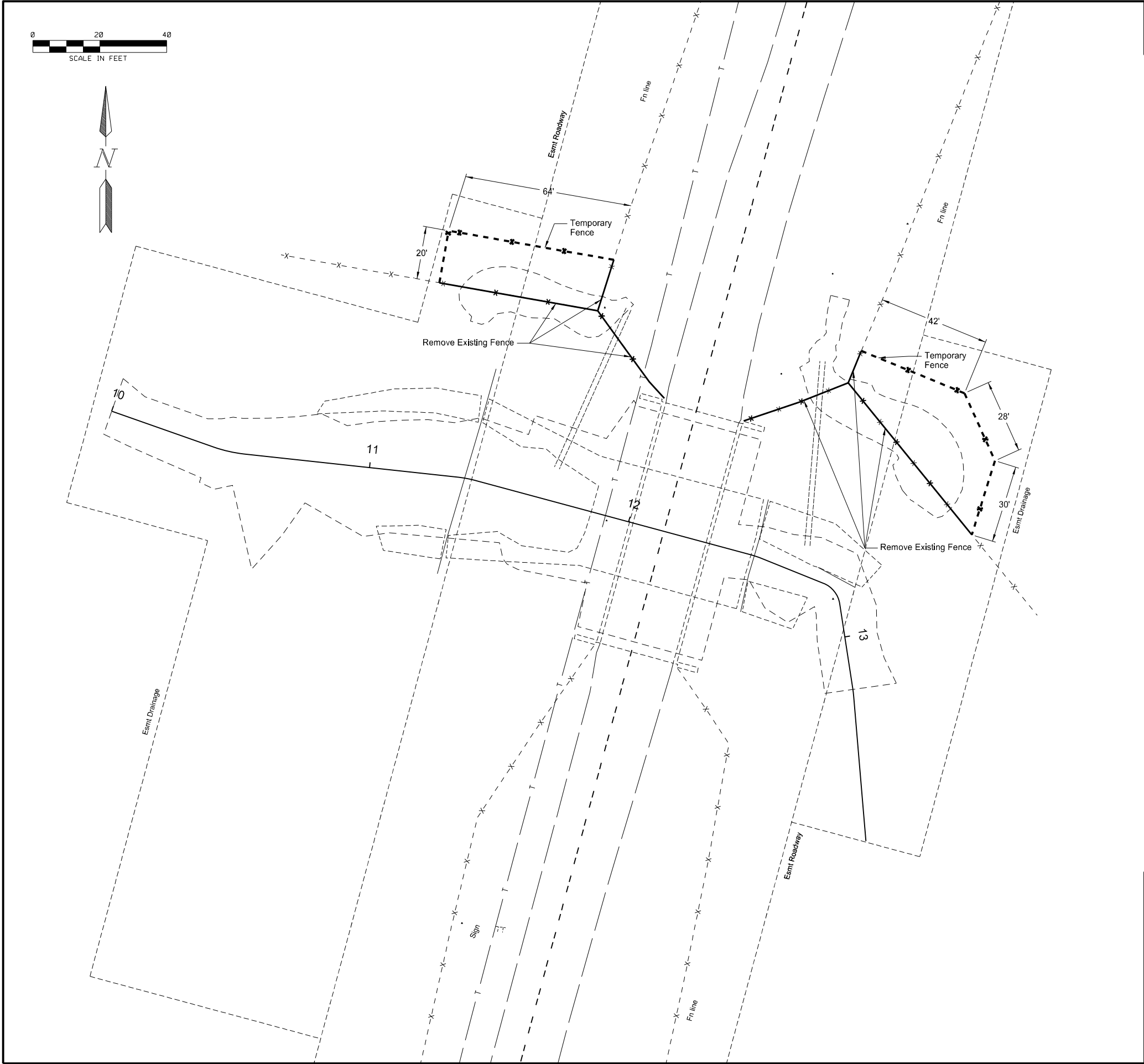
Hydraulic Mulch & Temporary Crop Cover

Temporary Erosion Control
Little Beicegel Creek
Revetment





		STATE	PROJECT NO.		SECTION NO.	SHEET NO.
		ND	MCK-BR2018(001)		77	1
Spec	Code	Item Description			QTY	Unit
251	200	Seeding Class II				
		Sta 10+00 to Sta 13+77.44			0.29	Acre
253	0201	Hydraulic Mulch				
		Sta 10+00 to Sta 13+77.44			0.29	Acre
255	102	ECB Type 2				
		Sta 10+00 to Sta 13+77.44			1405	SY
261	0112	Fiber Rolls 12 IN				
		Sta 10+78.96 - 21.79 RT			36	LF
		Sta 10+81.11 - 41.7 RT			36	LF
		Sta 10+83.26 - 61.5 RT			36	LF
		Sta 10+85.41 - 81.4 RT			36	LF
		Sta 10+87.55 - 101.3 RT			36	LF
		Sta 10+89.70 - 121.2 RT			36	LF
		Sta 10+91.85 - 141.07 RT			36	LF
		Sta 10+95.66 - 160.3 RT			36	LF
		Sta 11+05.63 - 177.3 RT			36	LF
		Sta 11+16.06 - 194.4 RT			36	LF
		Sta 13+77.34 - 196.4 LT			36	LF
		Sta 13+77.34 - 187.2 - LT			36	LF
261	0113	Remove Fiber Rolls 12 IN				
		Sta 10+78.96 - 21.79 RT			36	LF
		Sta 10+81.11 - 41.7 RT			36	LF
		Sta 10+83.26 - 61.5 RT			36	LF
		Sta 10+85.41 - 81.4 RT			36	LF
		Sta 10+87.55 - 101.3 RT			36	LF
		Sta 10+89.70 - 121.2 RT			36	LF
		Sta 10+91.85 - 141.07 RT			36	LF
		Sta 10+95.66 - 160.3 RT			36	LF
		Sta 11+05.63 - 177.3 RT			36	LF
		Sta 11+16.06 - 194.4 RT			36	LF
		Sta 13+77.34 - 196.4 LT			36	LF
		Sta 13+77.34 - 187.2 - LT			36	LF
<div>LEGEND</div> <div><div></div><div>Hydraulic Mulch, Seeding Class II & ECV Type 2</div></div> <div><div></div><div>Concrete Slope Protection</div></div> <div><div></div><div>Geosynthetic Reinforcement</div></div> <div><div></div><div>Remove and Replace Riprap</div></div> <div><div></div><div>Fiber Roll 12IN</div></div>						
Permanent Erosion Control					<div></div>	
Little Beicegel Creek						
Revetment						



		STATE	PROJECT NO.	SECTION NO.	SHEET NO.
		ND	MCK-BR2018(001)	80	1
Spec	Code	Item Description		QTY	Unit
202	0312	Remove Existing Fence			
		Sta 11+18.70 to Sta 12+00.83		123	LF
		Sta 12+31.95 to Sta 12+84.60		129	LF
752	0905	Temporary Fence			
		Sta 11+18.70 to Sta 11+68.86		84	LF
		Sta 12+57.76 to Sta 12+84.60		100	LF

Fencing Layouts

Little Beicegel Creek
Revetment

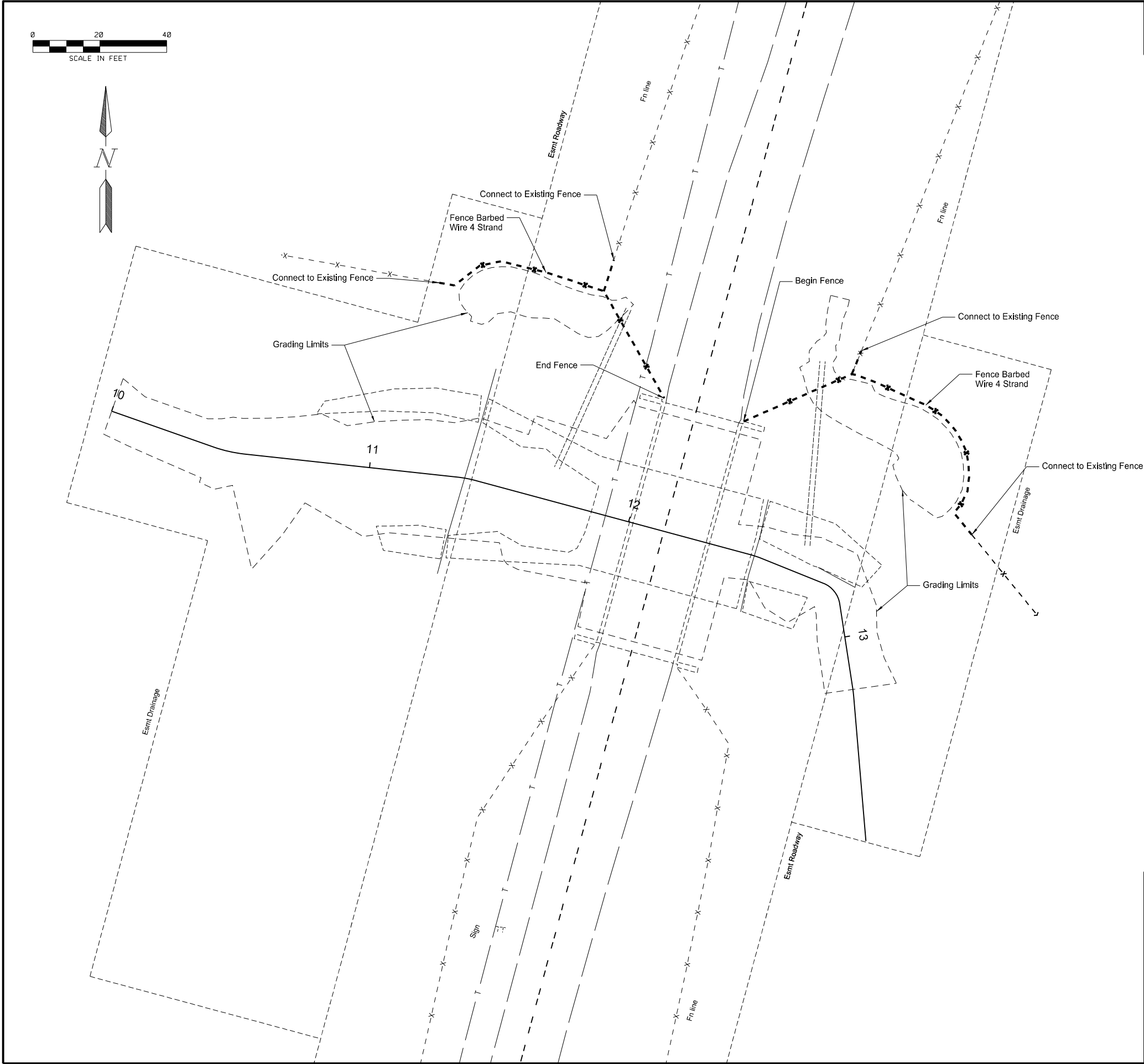
REGISTERED PROFESSIONAL ENGINEER

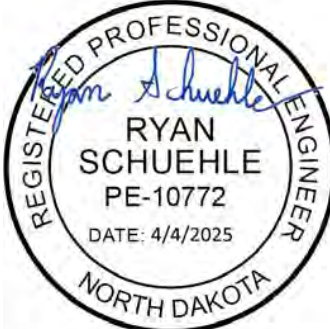
Ryan Schuehle

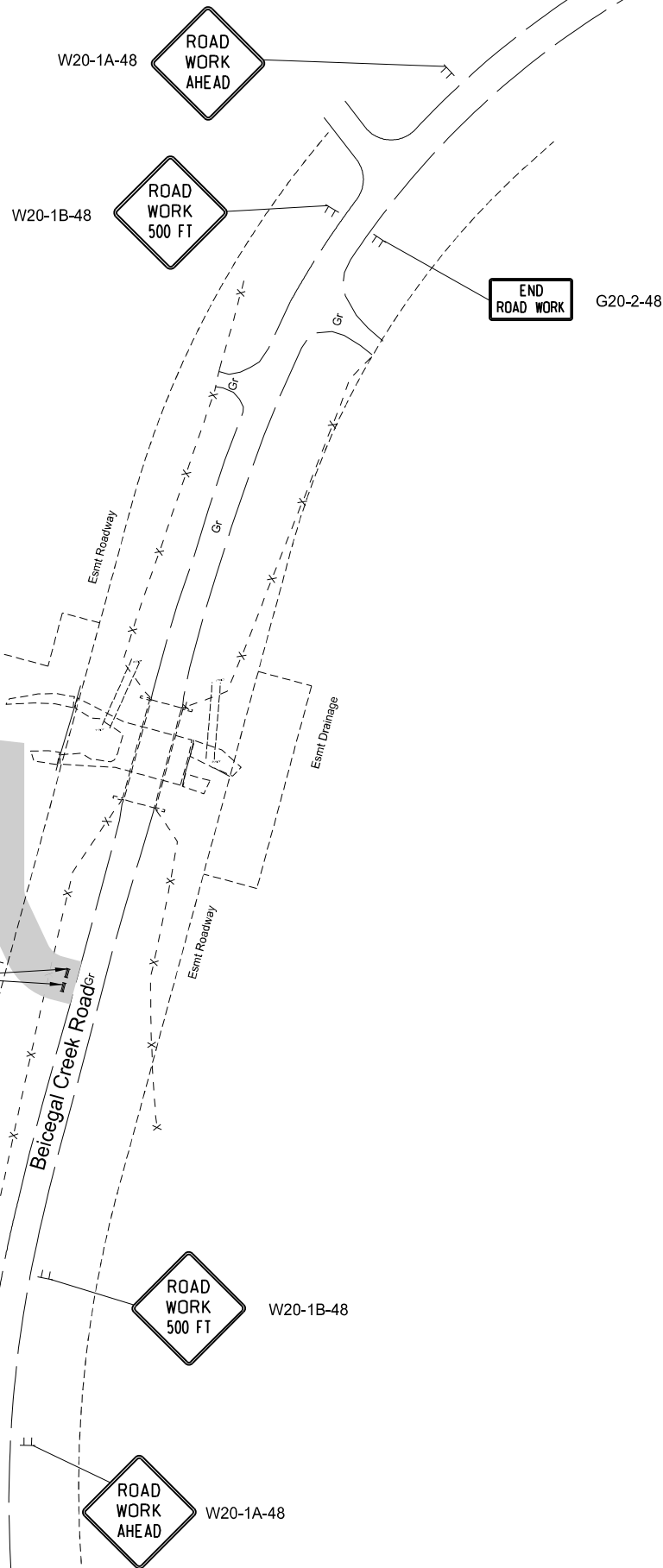
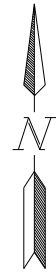
RYAN
SCHUEHLE
PE-10772

DATE: 4/4/2025

NORTH DAKOTA



	STATE	PROJECT NO.	SECTION NO.	SHEET NO.																				
	ND	MCK-BR2018(001)	80	2																				
<table><tr><td>Spec</td><td>Code</td><td>Item Description</td><td>QTY</td><td>Unit</td></tr><tr><td>752</td><td>0200</td><td>Fence Barbed Wire 4 Strand</td><td></td><td></td></tr><tr><td></td><td></td><td>Sta 11+18.70 to Sta 12+00.83</td><td>125</td><td>LF</td></tr><tr><td></td><td></td><td>Sta 12+31.95 to Sta 12+84.60</td><td>143</td><td>LF</td></tr></table>					Spec	Code	Item Description	QTY	Unit	752	0200	Fence Barbed Wire 4 Strand					Sta 11+18.70 to Sta 12+00.83	125	LF			Sta 12+31.95 to Sta 12+84.60	143	LF
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		Sta 12+31.95 to Sta 12+84.60	143	LF																				
Fencing Layouts																								
Little Beicegel Creek																								
Revetment																								



Temporary Construction Access

Type III Barricade

Section 5
T145N
R101W

G20-2-48

W20-1B-48

W20-1A-48

Work Zone Traffic Control
Little Beicegal Creek
Revetment



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	MCK-BR2018(001)	100	2

?	This is a special text character used in the labeling of existing features. It indicates a feature that has an unknown characteristic, potentially based on: lack of description, location accuracy or purpose.	C Gdrl	cable guardrail	Culv	culvert	FOS	factor of safety
Abn	abandoned	Calc	calculate	C&G	curb & gutter	Fed	Federal
Abut	abutment	CIP	cast iron pipe	CI	curb inlet	FP	feed point
Adj	adjusted	CB	catch basin	CR	curb ramp	Fn	fence
Aggr	aggregate	CRS	cationic rapid setting	C	cut	Fn P	fence post
Ahd	ahead	C Gd	cattle guard	Dd Ld	dead load	FO	fiber optic
ARV	air release valve	C To C	center to center	Defl	deflection	FD	field drive
Align	alignment	CL or ☞	centerline	Defm	deformed	F	fill
Al	alley	Ch	chain	DInt	delineate	FAA	fine aggregate angularity
Alt	alternate	Chnlk	chain-link	DIntr	delineator	FH	fire hydrant
Alum	aluminum	Ch Blk	channel block	Depr	depression	FI	flange
ADA	Americans with Disabilities Act	Ch Ch	channel change	Desc	description	FIRD	flared
&	and	Chk	check	Det	detail	FES	flared end section
Appr	approach	Chsld	chiseled	DWP	detectable warning panel	F Bcn	flashing beacon
Approx	approximate	Cir	circle	Dtr	detour	FA	flight auger sample
ACP	asbestos cement pipe	Cl	class	Dia or ø	diameter	FL	flow line
Asph	asphalt	Clnt	clean-out	Dir	direction	Ftg	footing
AC	asphalt cement	Clr	clear	Dist	distance	FM	force main
Assmd	assumed	Cl&gr	clearing & grubbing	DM	disturbed material	Fnd	found
@	at	Comb.	combination	DB	ditch block	Fdn	foundation
Atten	attenuation	Coml	commercial	DG	ditch grade	Frac	fractional
ATR	automatic traffic recorder	Compr	compression	Dbl	double	Frwy	freeway
Ave	Avenue	CADD	computer aided drafting & design	Dn	down	Frt	front
Avg	average	Conc	concrete	Dwg	drawing	FF	front face
ADT	average daily traffic	CECB	concrete erosion control blanket	Dr	drive	F Disp	fuel dispenser
		Cond	conductor	Drw	driveway	FFP	fuel filler pipes
		Const	construction	DI	drop inlet	FLS	fuel leak sensor
		Cont	continuous	D	dry density	Furn	furnish/ed
		CSB	continuous split barrel sample				
		Contr	contraction				
		Contr	contractor				
Bk	back	CP	control point				
BF	back face	Coord	coordinate	Ea	each		
Balc	balcony	Cor	corner	Esmt	easement		
B Wire	barbed wire	Corr	corrected	E	East		
Barr	barricade	CAES	corrugated aluminum end section	EB	Eastbound		
Btry	battery	CAP	corrugated aluminum pipe	Elast	elastomeric		
BI	beehive inlet	CMES	corrugated metal end section	EL	electric locker		
Beg	begin	CMP	corrugated metal pipe	E Mtr	electric meter		
BG	below grade	CPVCP	corrugated poly-vinyl chloride pipe	Elec	electric/al		
BM	bench mark	CSES	corrugated steel end section	EDM	electronic distance meter		
Bkwy	bikeway	CSFES	corrugated steel flared end section	Elev or EI	elevation		
Bit	bituminous	CSP	corrugated steel pipe	Ellipt	elliptical		
Blk	block	CSTES	corrugated steel traversable end section	Emb	embankment		
BH	bore hole	Co	County	Emuls	emulsion/emulsified		
Bot	bottom	Crse	course	ES	end section		
Blvd	Boulevard	Ct	Court	Engr	engineer		
Bndry	boundary	Xarm	cross arm	ESS	environmental sensor station		
Brkwy	breakaway	Xbuck	cross buck	Eq	equal		
Br	bridge	Xsec	cross sections	Evgr	evergreen		
Bldg	building	Xing	crossing	Exc	excavation		
Bus.	business	Xrd	crossroad	Exst	existing		
BV	butterfly valve	Crn	crown	Exp	expansion		
Byp	bypass			Expy	Expressway		
				E	external of curve		
				Extru	extruded		

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NDDOT ABBREVIATIONS

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Galv	galvanized	Ln	lane	Obsc	obscure(d)	Qty	quantity
Gar	garage	Lg	large	Ocpd	occupied	Qtr	quarter
Gs L	gas line	Lat	latitude	Ocpy	occupy		
G Reg	gas line regulator	Lt	left	O/s	offset		
GMV	gas main valve	Lens	lenses	OC	on center	Rad or R	radius
G Mtr	gas meter	Lvl	level	C	one dimensional consolidation	RR	railroad
GSV	gas service valve	Lvng	leveling	OC	organic content	Rlwy	railway
GVP	gas vent pipe	Lht	light	Orig	original	Rsd	raised
GV	gate valve	LP	light pole	O To O	out to out	RC	rapid curing
Ga	gauge	Ltg	lighting	OD	outside diameter	Rec	record
Gov	government	Liq	liquid	OH	overhead	Rcy	recycle
Grd	graded/grade	LL	liquid limit			RAP	recycled asphalt pavement
Grnd	ground	Loc	location			RPCC	recycled portland cement concrete
GWM	ground water monitor	Long.	longitude	PMT	pad mounted transformer	Ref	reference
Gdrl	guardrail	Lp	loop	Pg	pages	R Mkr	reference marker
Gtr	gutter	LD	loop detector	Pntd	painted	RM	reference monument
		Lum	luminaire	Pr	pair	RP	reference point
				Pnl	panel	Refl	reflectorized
				Pk	park	RCB	reinforced concrete box
H Plg	H piling			PSD	passing sight distance	RCES	reinforced concrete end section
Hdwl	headwall	Mb	mailbox	Pvmt	pavement	RCFES	reinforced concrete flared end section
Ht	height	ML	main line	Ped	pedestal	RCP	reinforced concrete pipe
Hel	helical	MH	manhole	Ped	pedestrian	RCPS	reinforced concrete pipe sewer
HDPE	high density polyethylene	Mkd	marked	PPP	pedestrian pushbutton post	RCTES	reinforced concrete traversable end section
HM	high mast	Mkr	marker	Pen.	penetration	Reinf	reinforcement
HP	high pressure	Mkg	marking	Perf	perforated	Res	reservation
HPS	high pressure sodium	MA	mast arm	Per.	perimeter	Res	residence
HTCG	high tension cable guardrail	Matl	material	Perm	permanent	Ret	retaining
Hwy	highway	Max	maximum	PL	pipeline	Rev	reverse
Hor	horizontal	MC	meander corner	PI	place	Rt	right
HBP	hot bituminous pavement	Meas	measure	P&P	plan & profile	R/W	right of way
HMA	hot mix asphalt	Mdn	median	PL	plastic limit	Riv	river
Hyd	hydrant	MD	median drain	PI or \overline{P}	plate	Rd	road
Ph	hydrogen ion content	MC	medium curing	Pt	point	Rdbd	road bed
		MGS	Midwest Guardrail System	PE	polyethylene	Rdwy	roadway
		MM	mile marker	PVC	polyvinyl chloride	RWIS	roadway weather information system
Id	identification	MP	mile post	PCC	Portland Cement concrete	Rk	rock
Incl	inclinometer tube	Min	minimum	PP	power pole	Rt	route
IMH	inlet manhole	Misc	miscellaneous	Preempt	preemption		
ID	inside diameter	Mon	monument	Prefab	prefabricated		
Inst	instrument	Mnd	mound	Prfmd or Pref	preformed		
Intchg	interchange	Mtbl	mountable	Prep	preperation		
Intmdt	intermediate	Mtd	mounted	Press.	pressure		
Intscn	intersection	Mtg	mounting	PRV	pressure relief valve		
Inv	invert	Mk	muck	Prestr	prestressed		
IP	iron pipe			Pvt	private		
				PD	private drive		
				Prod.	production/produce		
				Prog	programmed		
				Prop.	property		
				Prop Ln	property line		
				Ppsd	proposed		
				PB	pull box		
Jt	joint	Neop	neoprene				
Jct	junction	Ntwk	network				
		N	North				
		NE	North East				
		NW	North West				
		NB	Northbound				
		No. or #	number				

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Salv	salvage(d)	Tel	telephone
San	sanitary sewer line	Tel B	Telephone Booth
Sec	section	Tel P	telephone pole
SL	section line	Tv	television
Sep	separation	Temp	temperature
Seq	sequence	Temp	temporary
Serv	service	TBM	temporary bench mark
Sht	sheet	T	thinwall tube sample
Shtng	sheeting	Ts	topsoil
Shldr	shoulder	Traf	traffic
Sw or Sdwk	sidewalk	TSCB	traffic signal control box
SD	sight distance	Tr	trail
SN	sign number	Transf	transformer
Sig	signal	Trans	transition
Sgl	single	TT	transmission tower
SRCP	slotted reinforced concrete pipe	TES	traversable end section
SC	slow curing	Trans	transverse
SS	slow setting	Trtd	treated
Sm	small	Trmt	treatment
S	South	Qc	triaxial compression
SE	South East	TERO	tribal employment rights ordinance
SW	South West	Tpl	triple
SB	Southbound	Typ	typical
Sp	spaces		
Spcl	special	Qu	unconfined compressive strength
SA	special assembly	Ugrnd	underground
SP	special provisions	Util	utility
G	specific gravity		
Spk	spike		
SB	split barrel sample	VG	valley gutter
SH	sprinkler head	Vap	vapor
SV	sprinkler valve	Vert	vertical
Sq	square	VCP	vitrified clay pipe
Stk	stake	Vol	volume
Std	standard	VSFS	vehicle speed feedback sign
N	standard penetration test		
Std Specs	standard specifications	Wkwy	walkway
Stm L	steam line	W	water content
SEC	steel encased concrete	WGV	water gate valve
SMA	stone matrix asphalt	WL	water line
SSD	stopping sight distance	WM	water main
SD	storm drain	WMV	water main valve
St	street	W Mtr	water meter
SPP	structural plate pipe	WSV	water service valve
SPPA	structural plate pipe arch	WW	water well
Str	structure	Wrng	wearing
Subd	subdivision	WIM	weigh in motion
Sub	subgrade	W	west
Sub Prep	subgrade preparation	WB	westbound
Ss	subsoil	Wrng	wiring
SS	supplement specification	W/	with
Supp	supplemental	W/o	without
Surf	surfacing	WC	witness corner
Surv	survey		
Sym	symmetrical		

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MEASUREMENTS

ac	acres
A	ampere
Bd Ft	board feet
Cd	candela
cm	centimeter
C	coulomb
CF	cubic feet
m3	cubic meter
m3/s	cubic meters per second
CY	cubic yard
CY/mi	cubic yards per mile
D or Deg	degree
F	Fahrenheit
F	farad
ft	feet/foot
Gal	gallon
G	giga
Ha	hectare
H	henry
Hz	hertz
hr	hour(s)
in	inch
J	joule
K	kelvin
kN	kilo newton
kPa	kilo pascal
kg	kilogram
kg/m3	kilogram per cubic meter
km	kilometer
K	Kip(s)
LF	linear foot
L	litre
Lm	lumen
L sum	lump sum
Lx	lux
M Hr	man hour
M	mega
m	meter
m/s	meters per second
mi	mile
mL	milliliter
mm	millimeter
mm/hr	millimeters per hour
n	nano
N	newton
Pa	pascal
lb	pounds
sec	seconds
S	siemens
SF	square feet
km2	square kilometer
m2	square meter
SY	square yard
Sta Yd	station yards
SI	Systems International

T	tesla
T/mi	tons per mile
V	volt
W	watt
Wb	weber

SURVEY DESCRIPTIONS

Az	azimuth
Bs	backsight
Brg	bearing
BP Cap	blue plastic cap
BS	both sides
BC	brass cap
CS	curve to spiral
Eq	equation
E	external of curve
FS	far side
FB	field book
Fs	foresight
Geod	geodetic
GIS	Geographical Information System
GPS	Global Positioning System
HI	height of instrument
IM	iron monument
I Pn	iron pin
LS	Land Surveyor (licensed)
LSIT	Land Surveyor In Training
L	length of curve
LC	long chord
LB	level book
Mer	meridian
M	mid ordinate of curve
NGS	National Geodetic Survey
NS	near side
Obsn	observation
Off Loc	office location
OP Cap	orange plastic cap
PK	Parker-Kalon nail
P Cap	plastic cap
PP Cap	pink plastic cap
PCC	point of compound curve
PC	point of curve
PI	point of intersection
PRC	point of reverse curvature
PT	point of tangent
POC	point on curve
POT	point on tangent
RTP	random traverse point
Rge	range
RP Cap	red plastic cap
SC	spiral to curve
ST	spiral to tangent
Sta	station
SE	superelevation
Tan	tangent
T	tangent (semi)
TS	tangent to spiral
Twp	township
TB	transit book
TP	traverse point
TP	turning point
USC&G	US Coast & Geodetic Survey
USGS	US Geologic Survey
VC	vertical curve
WGS	World Geodetic System
YP Cap	yellow plastic cap
Z	zenith

SOIL TYPES

Cl	clay
Cl F	clay fill
Cl Hvy	clay heavy
Cl Lm	clay loam
Co S	coal slack
C Gr	coarse gravel
CS	coarse sand
FS	fine sand
Gr	gravel
Lig Co	lignite coal
Lig Sl	lignite slack
Lm	loam
Rk	rock
Sd	sand
Sdy Cl	sandy clay
Sdy Cl Lm	sandy clay loam
Sdy Fl	sandy fill
Sdy Lm	sandy loam
Sc	scoria
Sh	shale
Si Cl	silt clay
Si Cl Lm	silty clay loam
Si Lm	silty loam

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KIRK J. HOFF

REGISTERED

PROFESSIONAL

PE-4683

ENGINEER

NORTH DAKOTA

12 18 2020

NDDOT UTILITY COMPANY AND ORGANIZATION ABBREVIATIONS

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702COM	702 Communications	GT PLNS NAT GAS	Great Plains Natural Gas Company	RED RIV COMM	Red River Rural Communications
ACCENT	Accent Communications	HALS TEL	Halstad Telephone Company	RESVTN TEL	Reservation Telephone
AGASSIZ WU	Agassiz Water Users Incorporated	IDEA1	Idea1	ROBRTS TEL	Roberts Company Telephone
AGC	Associated General Contractors of America	INT-COMM TEL	Inter-Community Telephone Company	R-RIDER ELEC	Roughrider Electric Cooperative
ALL PL	Alliance Pipeline	KANEB PL	Kaneb Pipeline Company	RRVW	Red River Valley & Western Railroad
ALL SEAS WU	All Seasons Water Users Association	KEM ELEC	Kem Electric Cooperative Incorporated	S CENT REG WD	South Central Regional Water District
AMOCO PI	Amoco Pipeline Company	KOCH GATH SYS	Koch Gathering Systems Incorporated	S E W U	South East Water Users Incorporated
AMRDA HESS	Amerada Hess Corporation	LKHD PL	Lakehead Pipeline Company	SCOTT CABLE	Scott Cable Television Dickinson
AT&T	AT&T Corporation	LNGDN RWU	Langdon Rural Water Users Incorporated	SHERDN ELEC	Sheridan Electric Cooperative
B PAW	Bear Paw Energy Incorporated	LWR YELL R ELEC	Lower Yellowstone Rural Electric	SHEYN VLY ELEC	Sheyenne Valley Electric Cooperative
BAKER ELEC	Baker Electric	MCKNZ CON	McKenzie Consolidated Telcom	SKYTECH	Skyland Technologies Incorporated
BASIN ELEC	Basin Electric Cooperative Incorporated	MCKNZ ELEC	McKenzie Electric Cooperative	SLOPE ELEC	Slope Electric Cooperative Incorporated
BEK TEL	Bek Communications Cooperative	MCKNZ WRD	McKenzie County Water Resource District	SOURIS RIV TELCOM	Souris River Telecommunications
BELLE PL	Belle Fourche Pipeline Company	MCLEOD	McLeod USA	ST WAT COMM	State Water Commission
BLM	Bureau of Land Management	MCLN ELEC	McLean Electric Cooperative	STATE LN WATER	State Line Water Cooperative
BNSF	Burlington Northern Santa Fe Railway	MCLN-SHRDN R WAT	McLean-Sheridan Rural Water	STER ENG	Sterling Energy
BOEING	Boeing	MDU	Montana-dakota Utilities	STUT RWU	Stutsman Rural Water Users
BRNS RWD	Barnes Rural Water District	MIDCO	MidContinent Communications	SW PL PRJ	Southwest Pipeline Project
BURK-DIV ELEC	Burke-Divide Electric Cooperative	MIDSTATE TEL	Midstate Telephone Company	T M C	Turtle Mountain Communications
BURL WU	Burleigh Water Users	MINOT CABLE	Minot Cable Television	TCI	TCI of North Dakota
CABLE ONE	Cable One	MINOT TEL	Minot Telephone Company	TESORO GHG PLNS PL	Tesoro High Plains Pipeline
CABLE SERV	Cable Services	MISS VALL COMM	Missouri Valley Communications	TRI-CNTY WU	Tri-County Water Users Incorporated
CAP ELEC	Capital Electric Cooperative Incorporat	MISS W W S	Missouri West Water System	TRL CO RWU	Traill County Rural Water Users
CASS CO ELEC	Cass County Electric Cooperative	MNKOTA PWR	Minnkota Power	UNTD TEL	United Telephone
CASS RWU	Cass Rural Water Users Incorporated	MOR-GRAN-SOU ELEC	Mor-gran-sou Electric Cooperative	UPPR SOUR WUA	Upper Souris Water Users Association
CAV ELEC	Cavalier Rural Electric Cooperative	MOUNT-WILLI ELEC	Mountrail-williams Electric Cooperative	US SPRINT	U.S. Sprint
CBLCOM	Cablecom Of Fargo	MRE LBTY TEL	Moore & Liberty Telephone	USAF MSL CABLE	U.S.A.F. Missile Cable
CENEX PL	Cenex Pipeline	MUNICIPAL	City Water And Sewer	USFWS	US Fish and Wildlife Service
CENT PL WATER DIST	Central Pipe Line Water District	MUNICIPAL	City Of '.....'	USW COMM	U.S. West Communications
CENT PWR ELEC	Central Power Electric Cooperative	N CENT ELEC	North Central Electric Cooperative	VRNDRY ELEC	Verendrye Electric Cooperative
CENTURYLINK	CenturyLink	N VALL W DIST	North Valley Water District	W RIV TEL	West River Telephone Incorporated
COE	Corps of Engineers	ND PKS & REC	North Dakota Parks And Recreation	WAPA	Western Area Power Administration
CONS TEL	Consolidated Telephone	ND TEL	North Dakota Telephone Company	WAWSA	Western Area Water Supply Authority
CONT RES	Continental Resource Inc	NDDOT	North Dakota Department of Transportation	WEB	W. E. B. Water Development Association
CPR	Canadian Pacific Railway	NDSU SOIL SCI DEPT	NDSU Soil Science Department	WILLIRWA	Williams Rural Water Association
D O E	Department Of Energy	NEMONT TEL	Nemont Telephone	WILSTN BAS PL	Williston Basin Interstate Pipeline Company
DAK CARR	Dakota Carrier Network	NODAK R ELEC	Nodak Rural Electric Cooperative	WLSH RWD	Walsh Water Rural Water District
DAK CENT TEL	Dakota Central Telephone	NOON FRMS TEL	Noonan Farmers Telephone Company	WOLVRTN TEL	Wolverton Telephone
DAK RWD	Dakota Rural Water District	NPR	Northern Plains Railroad	XLENER	Xcel Energy
DGC	Dakota Gasification Company	NSP	Northern States Power	YSVR	Yellowstone Valley Railroad
DICKEY R NET	Dickey Rural Networks	NTH PRAIR RW	Northern Prairie Rural Water Association		
DICKEY RWU	Dickey Rural Water Users Association	NTHN BRDR PL	Northern Border Pipeline		
DICKEY TEL	Dickey Telephone	NTHN PLNS ELEC	Northern Plains Electric Cooperative Incorporated		
DNRR	Dakota Northern Railroad	NTHWSTRN REF	Northwestern Refinery Company		
DOME PL	Dome Pipeline Company	NW COMM	Northwest Communication Cooperation		
DVELEC	Dakota Valley Electric Cooperative	NWRWD	Northwest Rural Water District		
DVMW	Dakota, Missouri Valley & Western	ONEOK	Oneok gas		
ENBRDG	Enbridge Pipelines Incorporated	OSHA	Occupational Safety and Health Administration		
ENVENTIS	Enventis Telephone	OTTR TL PWR	Otter Tail Power Company		
EQUINOR	Equinor Pipeline	PAAP	Plains All American Pipeline		
FALK MNG	Falkirk Mining Company	P L E M	Prairielands Energy Marketing		
FHWA	Federal Highway Administration	POLAR COM	Polar Communications		
G FKS-TRL WD	Grand Forks-traill Water District	PVT ELEC	Private Electric		
GETTY TRD & TRAN	Getty Trading & Transportation	QWEST	Qwest Communications		
GLDN W ELEC	Golden West Electric Cooperative	R&T W SUPPLY	R & T Water Supply Association		
GRGS CO TEL	Griggs County Telephone				
GTR RAMSEY WD	Greater Ramsey Water District				

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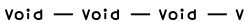
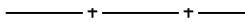

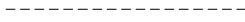
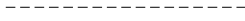




















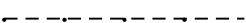
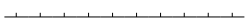


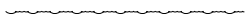
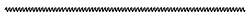
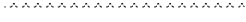

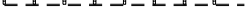

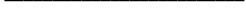



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LINE STYLES


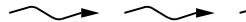
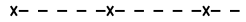




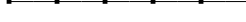
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Existing Topography









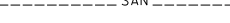













	Existing Ground Void
	Existing Cemetary Boundary
	Existing Box Culvert Bridge
	Existing Concrete Surface
	Existing Drainage Structure
	Existing Gravel Surface
	Existing Riprap
	Existing Dirt Surface
	Existing Asphalt Surface
	Existing Tie Point Line
	Existing Railroad Centerline
	Existing Guardrail Cable
	Existing Guardrail Metal
	Existing Edge of Water
	Existing Fence
	Existing Railroad
	Existing Field Line
	Exst Flow
	Existing Curb
	Existing Valley Gutter
	Existing Driveway Gutter
	Existing Curb and Gutter
	Existing Mountable Curb and Gutter

	Existing 3-Cable w Posts
	Site Boundary
	Existing Berm, Dike, Pit, or Earth Dam
	Existing Ditch Block
	Existing Tree Boundary
	Existing Brush or Shrub Boundary
	Existing Retaining Wall
	Existing Planter or Wall
	Existing W-Beam Guardrail with Posts
	Existing Railroad Switch
	Gravel Pit - Borrow Area
	Existing Wet Area-Vegetation Break
	Existing High Tension Cable Guardrail
	Existing High Tension Cable Guardrail with Posts




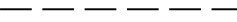
Proposed Topography

	3-Cable w Posts
	Flow
	Fence
	Remove Line
	Wall
	Retaining Wall (Plan View)
	W-Beam w Posts
	High Tension Cable Guardrail with Posts



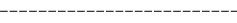






Existing Utilities

	Existing Electrical
	Existing Fiber Optic Line
	Existing TV Fiber Optic
	Existing Gas Pipe
	Existing Overhead Utility Line
	Existing Power
	Existing Fuel Pipeline
	Existing Undefined Above Ground Pipe Line
	Existing Sanitary Sewer
	Existing Sanitary Force Main
	Existing Storm Drain
	Existing Storm Drain Force Main
	Existing Culvert
	Existing Telephone Line
	Existing TV Line
	Existing Water or Steam Line
	Existing Under Drain
	Existing Slotted Drain
	Existing Conduit
	Existing Conductor
	Existing Down Guy Wire Down Guy
	Existing Underground Vault or Lift Station




Proposed Utilities

	24 Inch Pipe
	Reinforced Concrete Pipe
	Under Drain
	Edge Drain

Traffic Utilities

	Conductor
	Fiber Optic
	Existing Loop Detector
	Existing Double Micro Loop Detector
	Micro Loop Detector Double
	Existing Micro Loop Detector
	Micro Loop Detector
	Signal Head with Mast Arm
	Existing Signal Head with Mast Arm

Sign Structures


	Existing Overhead Sign Structure
	Existing Overhead Sign Structure Cantilever
	Overhead Sign Structure Cantilever

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

07-01-14

REVISIONS



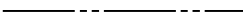

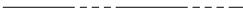
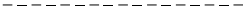







DATE	CHANGE
09-23-16	Added and Revised Items, Organized by Functional Groups
12-18-20	General Revisions



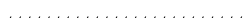

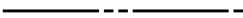
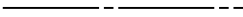
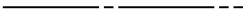
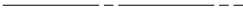

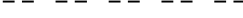

LINE STYLES

D-101-21


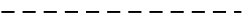
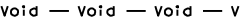





Right Of Way

	Easement
	Existing Easement
	Right of Way
	Existing Right of Way
	Existing Right of Way Railroad
	Existing Right of Way Not State Owned
	Existing Government Lot Line
	Existing Adjacent Block Lines
	Existing Adjacent Lot Lines
	Existing Adjacent Property Line
	Existing Adjacent Subdivision Lines
	Sight Distance Triangle Line
	Dimension Leader




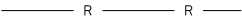


Boundary Control



	Existing City Corporate Limits or Reservation Boundary
	Existing State or International Line
	Existing Township
	Existing County
	Existing Section Line
	Existing Quarter Section Line
	Existing Sixteenth Section Line
	Existing Centerline
	Tangent Line

Cross Sections and Typicals



	Existing Ground
	Existing Topsoil (Cross Section View)
	Existing Ground Void (Not Surveyed)
	Existing Concrete
	Existing Aggregate (Cross Section View)
	Existing Curb and Gutter (Cross Section View)
	Existing Asphalt (Cross Section View)
	Existing Reinforcement Rebar

Geotechnical



	Geotextile Fabric Type D
	Geogrid
	Geotextile Fabric Type R
	Geotextile Fabric Type R1
	Geotextile Fabric Type RR
	Geotextile Fabric Type S

	Subgrade Reinforcement
	Failure Line







Countours

	Depression Contours
	Supplemental Contour


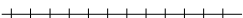
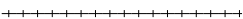
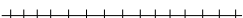
Profile

	Subgrade, Subcut or Ditch Grade
	Topsoil Profile









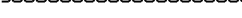
Striping

	Centerline Pavement Marking
	Barrier with Centerline Pavement Marking
	Barrier Pavement Marking
	Stripe 4 IN Dotted Extension White
	Stripe 8 IN Dotted Extension White
	Stripe 8 IN Lane Drop








Pavement Joints

	Doweled Joint
	Tie Bar 30 Inch 4 Foot Center to Center
	Tie Bar 18 Inch 3 Foot Center to Center
	Tie Bar at Random Spacing




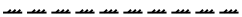
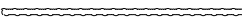
Bridge Details

	Small Hidden Object
	Large Hidden Object
	Phantom Object
	Existing Conditions Object
	Centerline Main
	Centerline Secondary
	Excavation Limits
	Proposed Ground
	Sheet Piling

Erosion Control

	Limits of Const Transition Line
	Bale Check
	Rock Check
	Floating Silt Curtain
	Silt Fence
	Excavation Limits
	Fiber Rolls

Environmental

	Wetland Mitigation
	Existing Wetland Easement USFWS
	Existing Wetland Jurisdictional
	Existing Wetland
	Tree Row

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

07-01-14

REVISIONS

DATE	CHANGE
09-23-16 12-18-20	Added and Revised Items, Organized by Functional Groups General Revisions

KIRK J. HOFF

REGISTERED

PROFESSIONAL

PE-4683

ENGINEER

NORTH DAKOTA

12 18 2020

SYMBOLS

D-101-30



North Arrow (Half Scale)

Alignment Data Point

Alignment Monument

Spot Elevation

Existing Miscellaneous Spot

Existing Access Control Arrow

Existing Benchmark

Reset USGS Marker

Iron Monument Found

Iron Pin R/W Monument

Property Corner

Iron Pin Reference Monument

Right of Way Marker (Exst, Ppsd, Reset)

Existing Federal Reference Corner

Existing Section Corner (Full, Quarter, Sixteenth, Meander)

Existing Witness Corner

Existing Control Point (CP, GPS-RTK, TRI)

Existing Traverse PI Aerial Panel

Existing Reference Marker Point NGS

Existing EFB Misc

Existing Bush or Shrub

Existing Large Evergreen Tree

Existing Small Evergreen Tree

Existing Large Tree

Existing Small Tree

Existing Tree Trunk

Cairn or Stone Circle

Existing Artifact

Existing Satellite Dish

Existing Weather Station

Existing Windmill or Tower

Reinforced Pavement

Continuous Split Barrel Sample

Flight Auger Sample

Split Barrel Sample

Thinwall Tube Sample

Standard Penetration Test

Inclinometer Tube

Excavation Unit





































Existing Ground Water Well Bore Hole

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
07-01-14	
REVISIONS	
DATE	CHANGE
12-18-20	General Revisions




SYMBOLS

D-101-31

	Flexible Delineator		Highway Sign (Exst, Ppsd)
	Flexible Delineator Type A (Exst, Ppsd)		Mile Post Type A (Exst-Ppsd-Reset)
	Flexible Delineator Type B (Exst, Ppsd)		Mile Post Type B (Exst, Ppsd)
	Flexible Delineator Type C (Exst, Ppsd)		Mile Post Type C (Exst, Ppsd)
	Flexible Delineator Type D (Exst, Ppsd)		Object Marker Type I (Exst, Ppsd)
	Flexible Delineator Type E (Exst, Ppsd)		Object Marker Type II (Exst, Ppsd)
	Delineator Type A (Exst, Ppsd, Diamond Grade-Reset)		Object Marker Type III (Exst, Ppsd)
	Delineator Type B (Exst, Ppsd, Diamond Grade-Reset)		Existing Reference Marker
	Delineator Type C (Exst, Ppsd, Diamond Grade)		Road Closure Gate 18 Ft (Exst, Ppsd)
	Delineator Type D (Exst, Ppsd, Diamond Grade)		Road Closure Gate 28 Ft (Exst, Ppsd)
	Delineator Type E (Exst, Ppsd, Diamond Grade)		Road Closure Gate 40 Ft (Exst, Ppsd)
	Barricade (Type I, Type II, Type III)		Existing Railroad Battery Box
	Arrow Panel (Caution Mode, Double Direction, Left Directional, Right Directional, Sequencing, Truck Mounted)		Existing RR Profile Spot
	Attenuation Device		Existing Railroad Crossbuck
	Truck Mounted Attenuator		Existing Railroad Frog
	Delineator Drums		Existing Mailbox (Private, Federal)
	Flagger		
	Tubular Marker		
	Traffic Cone		
	Back to Back Vertical Panel Sign		

















































































NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
07-01-14	
REVISIONS	
DATE	CHANGE
12-18-20	General Revisions




12 18 2020

SYMBOLS


D-101-32

	Existing Luminaire			High Mast Light Standard 3 Luminaire (Exst, Ppsd)		Existing Traffic Signal Standard			
	Luminaire LED			High Mast Light Standard 4 Luminaire (Exst, Ppsd)				Pull Box (Exst-Ppsd-Undefined)	
	Existing Light Standard Luminaire			High Mast Light Standard 5 Luminaire (Exst, Ppsd)				Intelligent Transportation Pull Box (Exst, Ppsd)	
	Relocate Light Standard			High Mast Light Standard 6 Luminaire (Exst, Ppsd)				Transformer (Exst, Ppsd)	
	Light Standard Light LED Luminaire			High Mast Light Standard 7 Luminaire (Exst, Ppsd)				Power Pole (Exst-Ppsd-with Transformer)	
	Light Standard 35 Watt High Pressure Sodium Vapor Luminaire			High Mast Light Standard 8 Luminaire (Exst, Ppsd)				Wood Pole (Exst, Ppsd)	
	Light Standard 50 Watt High Pressure Sodium Vapor Luminaire			High Mast Light Standard 9 Luminaire (Exst, Ppsd)				Pedestrian Push Button Post (Exst, Ppsd)	
	Light Standard 70 Watt High Pressure Sodium Vapor Luminaire			High Mast Light Standard 10 Luminaire (Exst, Ppsd)				Existing Pole	
	Light Standard 100 Watt High Pressure Sodium Vapor Luminaire			Overhead Sign Structure Load Center (Exst, Ppsd)				Existing Telephone Pole	
	Light Standard 150 Watt High Pressure Sodium Vapor Luminaire			Traffic Signal Controller (Exst, Ppsd)				Existing Post	
	Light Standard 200 Watt High Pressure Sodium Vapor Luminaire			Pad Mounted Traffic Signal Controller (Exst, Ppsd)					Connection Conductor (Ground, Neutral, Phase 1, Phase 2)
	Light Standard 250 Watt High Pressure Sodium Vapor Luminaire			Flashing Beacon (Exst, Ppsd)					
	Light Standard 310 Watt High Pressure Sodium Vapor Luminaire			Concrete Foundation (Exst, Ppsd)					
	Light Standard 400 Watt High Pressure Sodium Vapor Luminaire			Pipe Mounted Flasher (Exst, Ppsd)					
	Light Standard 700 Watt High Pressure Sodium Vapor Luminaire			Pad Mounted Feed Point (Exst, Ppsd)					
	Light Standard 1000 Watt High Pressure Sodium Vapor Luminaire			Pipe Mounted Feed Point with Pad (Exst, Ppsd)					
	Emergency Vehicle Detector			Pole Mounted Feed Point (Exst, Ppsd)					
	Video Detection Camera			Junction Box (Exst, Ppsd)					
				Existing Pedestrian Head with Number					
				Existing Signal Head					
				Pole Mounted Head					
				Existing Lighting Standard Pole					

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
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12-18-20	General Revisions



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
07-01-14	
REVISIONS	
DATE	CHANGE
12-18-20	General Revisions



SYMBOLS

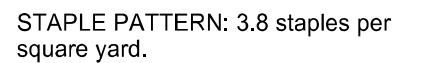
D-101-33

			Existing Manhole (Electrical, Gas, Telephone)		Cap or Stub Exst Gas, Exst Sanitary, Exst Storm Drain, Ppsd Storm Drain, Exst Water
			Water Manhole (Exst, Exst with Valve)		Existing Pedestal Electrical, Telephone, Fiber Optic Telephone, TV, Fiber Optic TV, Undefined
			Sanitary Sewer Manhole (Exst, Ppsd, Exst with Valve)		Existing Pipe Vent Gas, Fuel, Sanitary, Storm Drain, Water, Undefined
			Sanitary Force Main Manhole (Exst, Ppsd, Exst with Valve)		Valve Exst Gas, Exst Water, Ppsd Water, Exst Undefined
			Storm Drain Manhole (Exst, Ppsd, Exst with Inlet, Ppsd with Inlet)		Pump Sanitary, Storm Drain, Exst Water
			Force Main Storm Drain Manhole (Exst, Exst with Valve)		Corrugated Metal End Section (18, 24, 30, 36, 42, 48, 54, 60 Inch)
			Manhole (Ppsd, Ppsd 48 Inch, Exst Undefined)		Reinforced Concrete End Section (18, 24, 30, 36, 42, 48, 54, 60 Inch)
			Existing Water Appurtenance		Existing Utility Marker
			Sprinkler Head (Exst, Ppsd)		Existing Meter
			Fire Hydrant (Exst, Ppsd)		Existing Fuel Dispensers
			Cleanout (Exst Sanitary, Underdrain)		Existing Fuel Filler Pipes
			Existing Catch Basin Inlet (Round, Square)		Existing Fuel Leak Sensors
			Existing Curb Inlet (Round, Square)		
			Existing Slotted Reinforced Concrete Pipe		
			Catch Basin (Riser 30 Inch, Beehive, Type A)		
			Inlet Mountable Curb (Type A, Type B)		
			Inlet Saddle Base (Type 1, Type 2)		
			Inlet Special (Catch Basin, Type 1, Type A)		
			Inlet (Tee, Type 1, Type 2, Type 2 Double)		
			Median Drain		
			Headwall (Exst, Ppsd, Ppsd Single with Vegetation Barrier, Ppsd Double with Vegetation Barrier)		

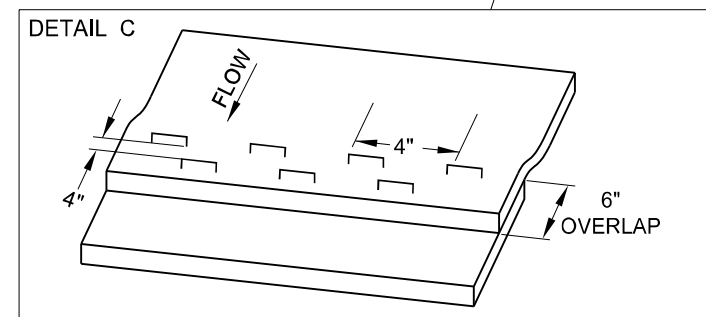
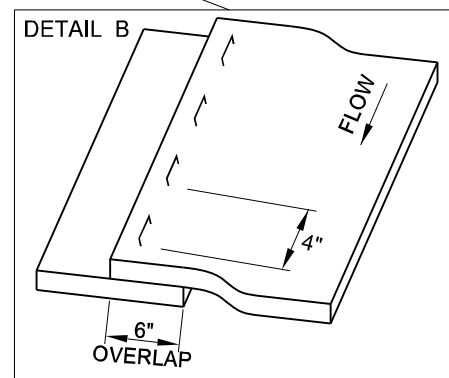
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
07-01-14	
REVISIONS	
DATE	CHANGE
12-18-20	General Revisions Sheet added - Continued from D-101-32

KIRK J. HOFF
REGISTERED
PROFESSIONAL
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NORTH DAKOTA
12 18 2020

D-255-1



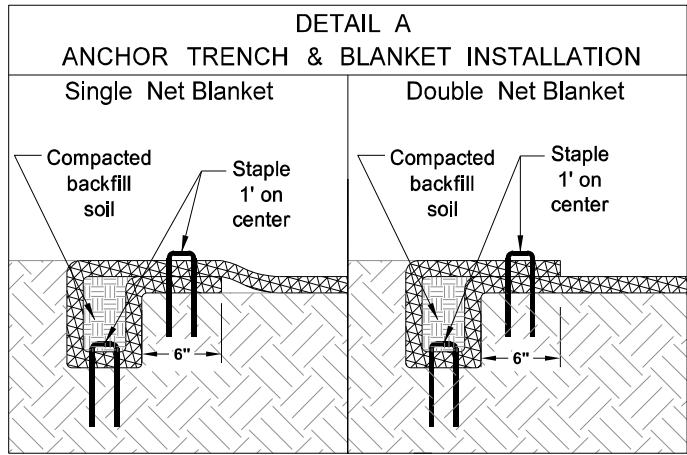
DETAIL A
ANCHOR TRENCH
&
TRM INSTALLATION



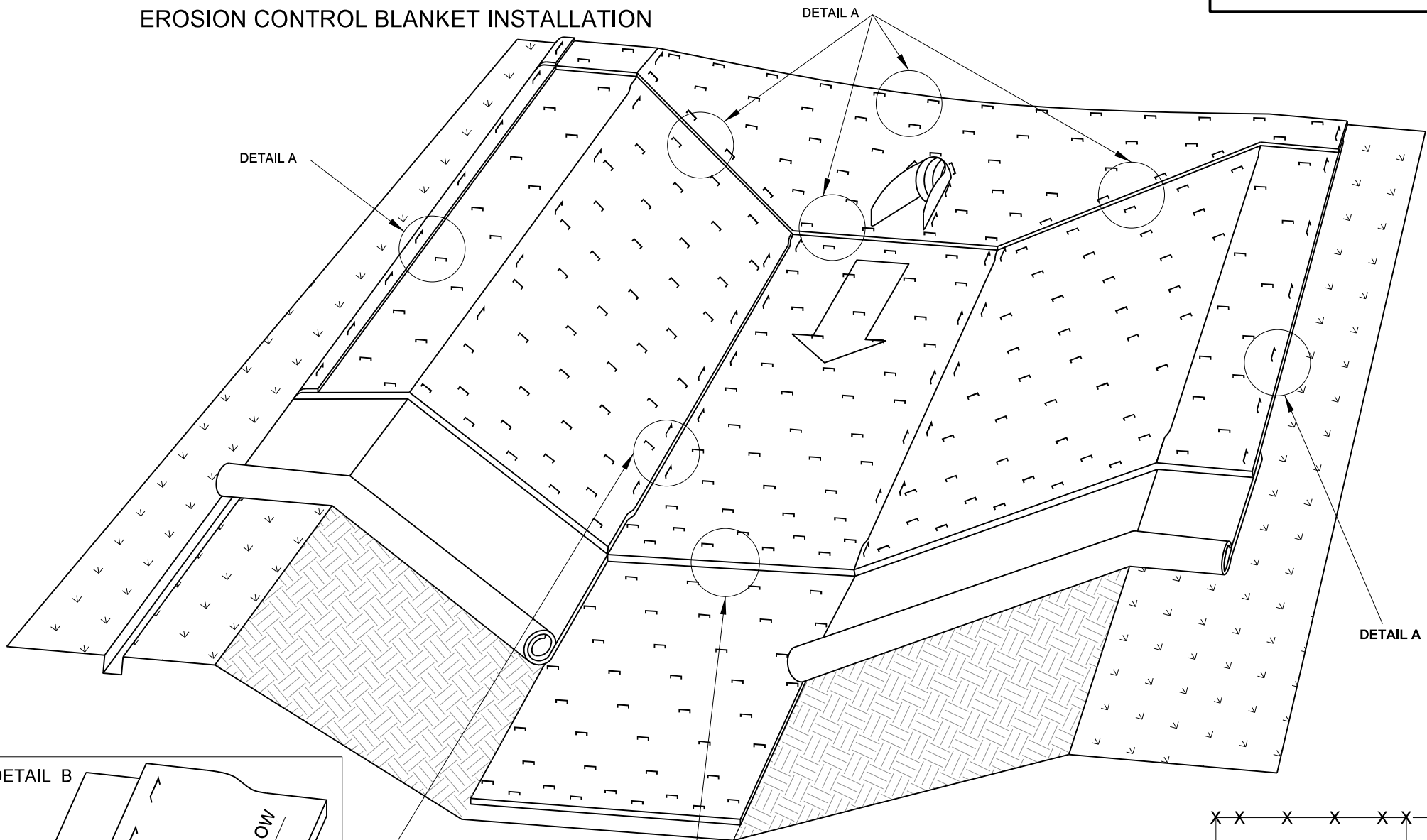
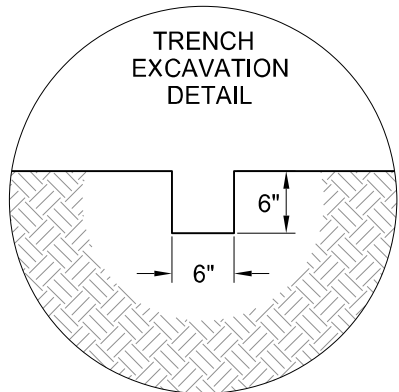
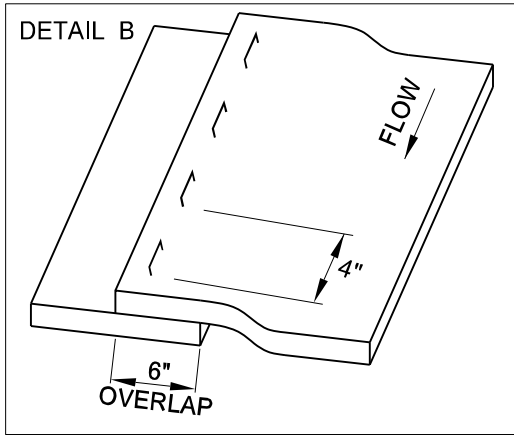
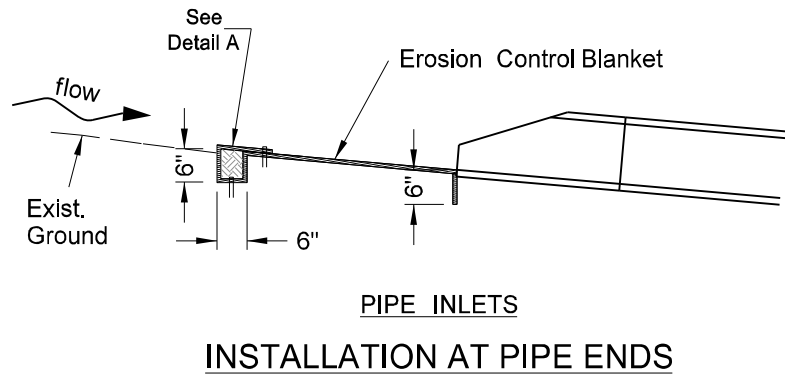
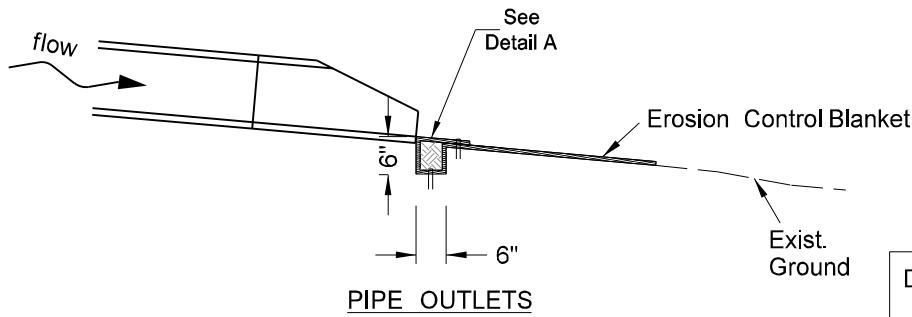
NORTH DAKOTA	
DEPARTMENT OF TRANSPORTATION	
11-23-10	
REVISIONS	
DATE	CHANGE
06-26-14	Changed standard drawing number from D-708-4 to D-255-1.
07-27-15	Changed installation details.
08-27-19	New Design Engineer PE Stamp.

This document was originally
issued and sealed by
Kirk J Hoff,
Registration Number
PE- 4683,
on 08/27/19 and the original
document is stored at the
North Dakota Department
of Transportation

EROSION AND SILTATION CONTROL
EROSION CONTROL BLANKET INSTALLATION

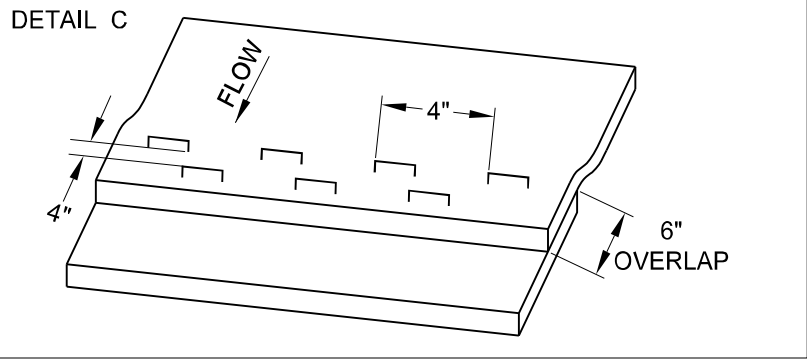
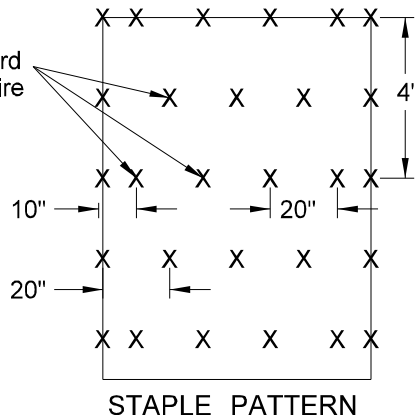


NOTE:
If a Single Net Blanket is used the side with the netting should be on the top once the blanket is installed.



BLANKET LAYOUT
CHANNEL OR SLOPE INSTALLATION

3.8 staples per square yard
using 8-inch 11 gauge wire
"u" staples.

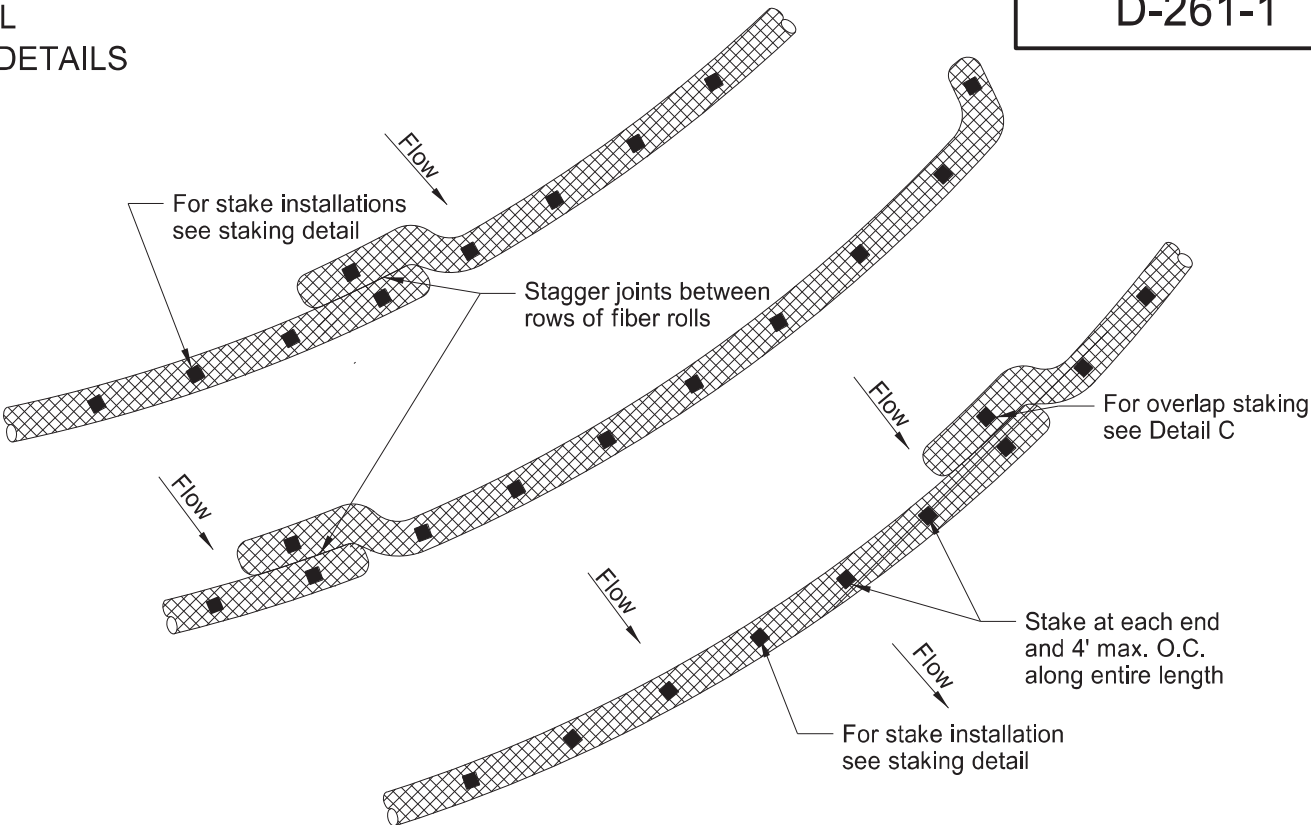
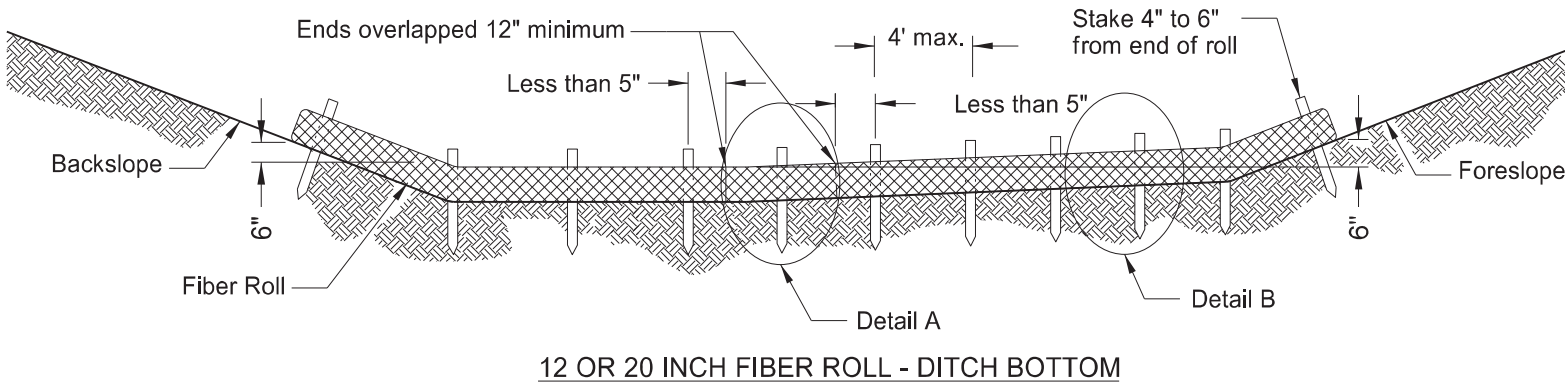


NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
10-03-13	
REVISIONS	
DATE	CHANGE
06-26-14	Changed standard drawing number from D-708-S to D-255-2.
07-27-15	Changed installation details such as trench depth and overlap dimensions.
08-27-19	New Design Engineer PE Stamp.

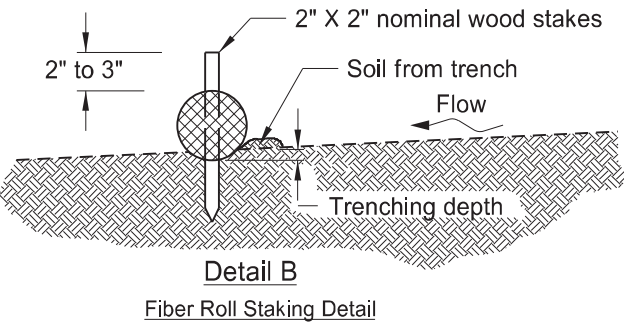
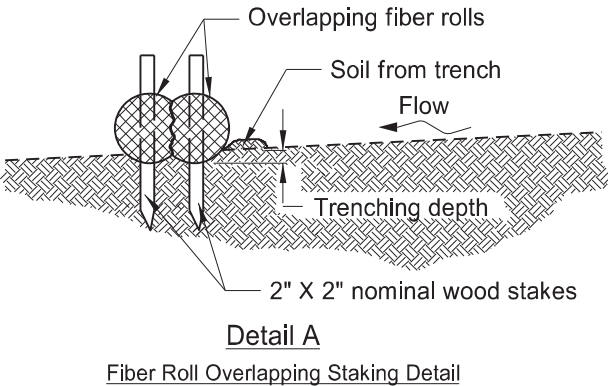
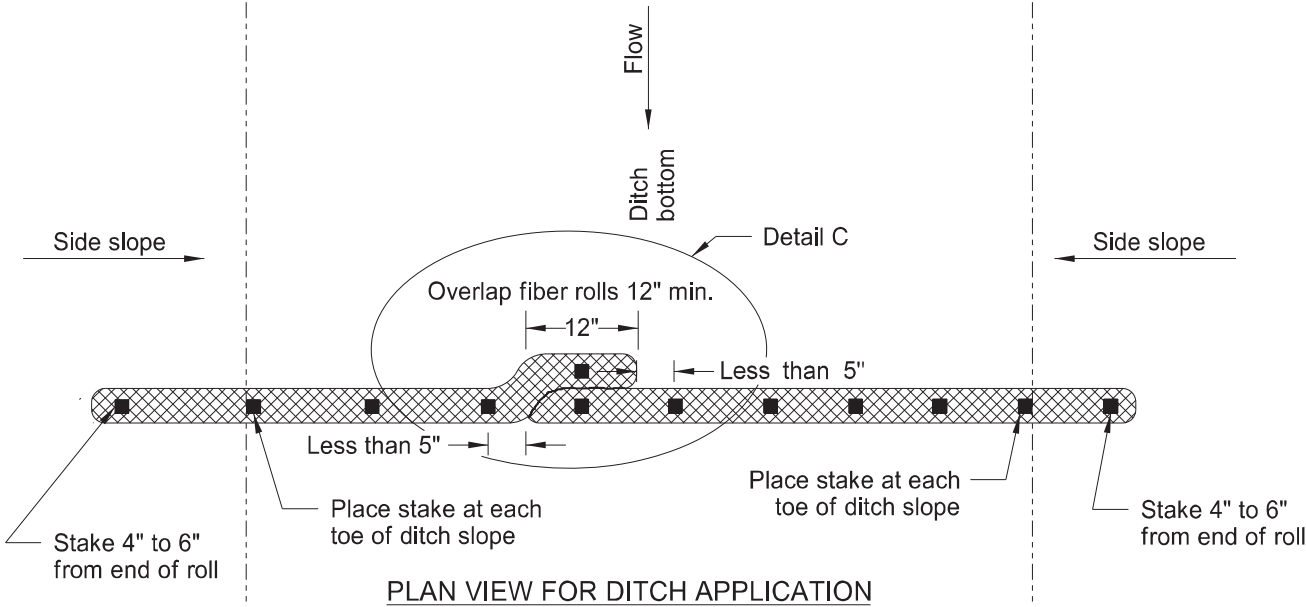
This document was originally issued and sealed by
Kirk J Hoff,
Registration Number
PE- 4683,
on 08/27/19 and the original document is stored at the
North Dakota Department
of Transportation

EROSION CONTROL
FIBER ROLL PLACEMENT DETAILS

D-261-1



PLAN VIEW FOR SLOPE APPLICATION
Ensure fiber rolls are placed along the contours of the slope.



FIBER ROLL DIAMETER	NOMINAL STAKE SIZE	MINIMUM STAKE LENGTH	MINIMUM TRENCH DEPTH	MAXIMUM TRENCH DEPTH
6"	2" x 2"	18"	2"	2"
12"	2" x 2"	24"	2"	3"
20"	2" x 2"	36"	3"	5"

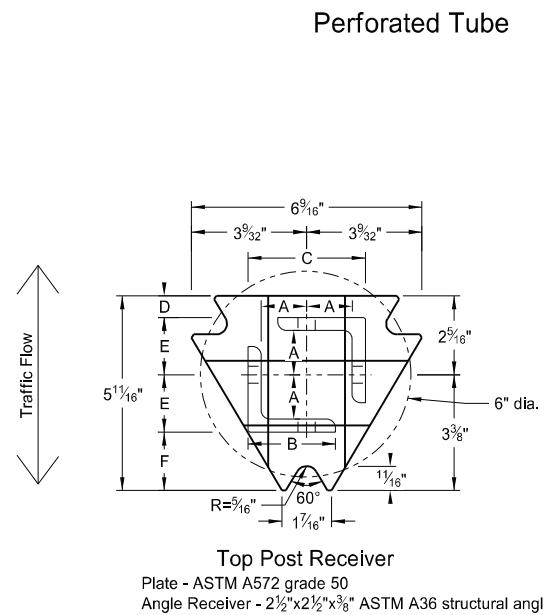
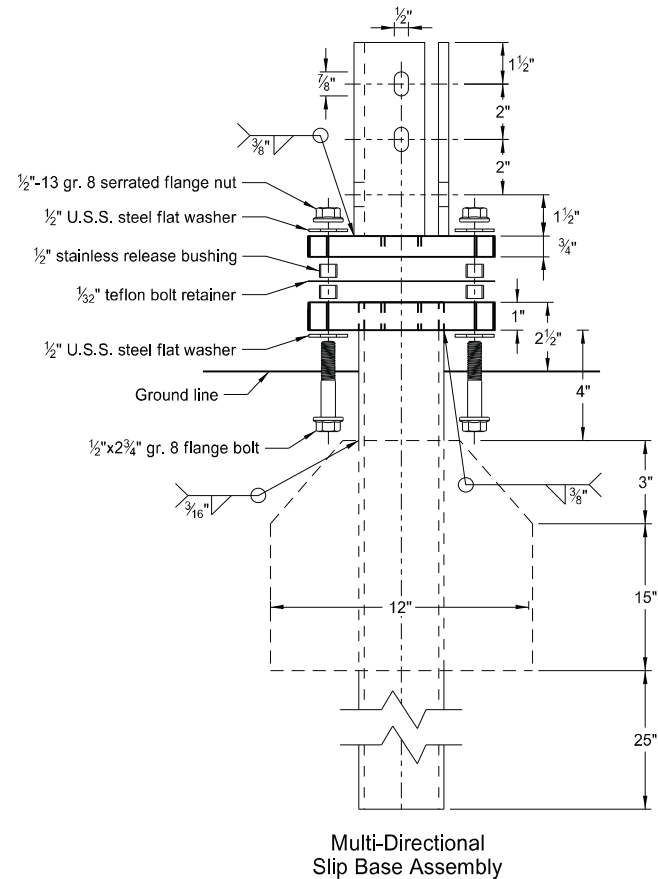
NOTE: Runoff must not be allowed to run under or around roll.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
11-18-10	
REVISIONS	
DATE	CHANGE
06-10-13	Added plan view for ditch and slope application. Added table with values for stake and trench dimensions.
10-04-13	Revised fiber roll overlap detail.
06-26-14	Changed standard drawing number from D-708-7 to D-261-1.
08-27-19	New Design Engineer PE Stamp
04-22-24	Slope Plan View-Overlap Change.



04/22/24

BREAKAWAY SYSTEMS FOR CONSTRUCTION ZONE SIGNS



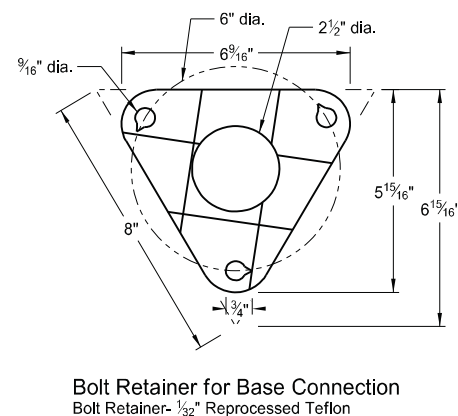
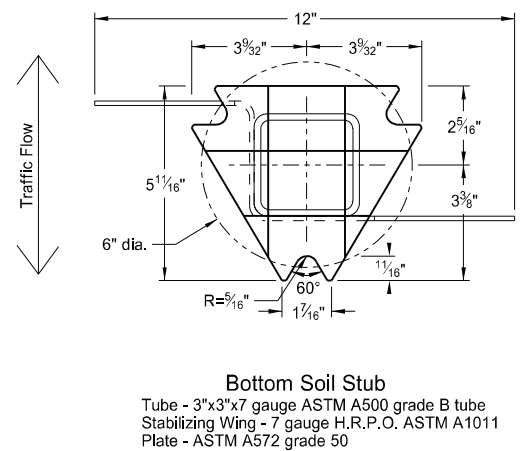
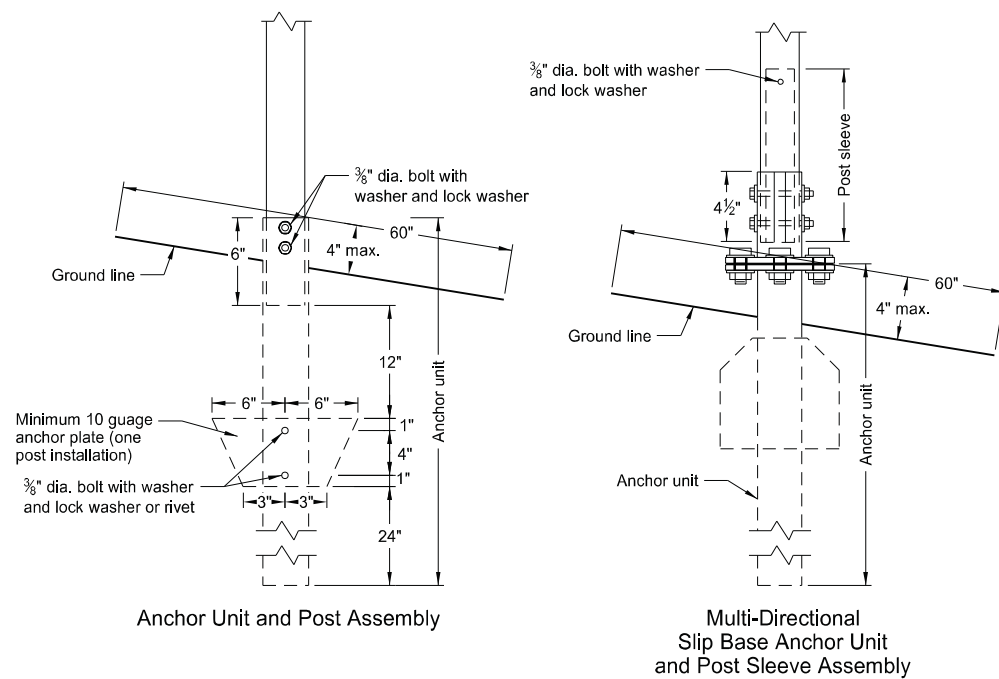
Notes:

1. Torque slip base bolts as specified by manufacturer.
2. Use anchor with 43.9 KSI yield strength and 59.3 KSI tensile strength.
3. Provide 4" vertical clearance for anchor or breakaway base. Measure the 4"x60" measurement above and below post location and back and ahead of post.
4. In concrete sidewalk, use same anchor without wings.
5. Provide more than 7' between the first and fourth posts of a four post sign.

Telescoping Perforated Tube						
Number of Posts	Post Size in.	Wall Thickness Gauge	Sleeve Size in.	Wall Thickness Gauge	Slip Base	Anchor Size without Slip Base in.
1	2	12			No	2¼
1	2¼	12			No	2½
1	2½	12			(A)	3
1	2½	10			Yes	
1	2¼	12	2	12	Yes	
1	2½	12	2¼	12	Yes	
2	2	12			No	2¼
2	2¼	12			No	2½
2	2½	12			Yes	
2	2½	12			Yes	
2	2¼	10	2	12	Yes	
2	2½	12	2¼	12	Yes	
3 & 4	2½	12			Yes	
3 & 4	2½	10			Yes	
3 & 4	2½	12	2¼	12	Yes	
3 & 4	2¼	12	2	12	Yes	
3 & 4	2½	10	2⅝	10	Yes	

Properties of Telescoping Perforated Tube						
Tube Size in.	Wall Thickness in.	U.S. Standard Gauge	Weight per Foot lbs.	Moment of Inertia in. ⁴	Cross Sec. Area in. ²	Section Modulus in. ³
1½ x 1½	0.105	12	1.702	0.129	0.380	0.172
2 x 2	0.105	12	2.416	0.372	0.590	0.372
2¼ x 2¼	0.105	12	2.773	0.561	0.695	0.499
2⅞ x 2⅞	0.135	10	3.432	0.605	0.841	0.590
2½ x 2½	0.105	12	3.141	0.804	0.803	0.643
2½ x 2½	0.135	10	4.006	0.979	1.010	0.785

Top Post Receiver Data Table						
Square Post Sizes (B)	A	B	C	D	E	F
2 3/16"x10 ga.	1 5/64"	2 1/2"	3 1/32"	2 5/32"	1 33/64"	1 7/8"
2 1/2"x10 ga.	1 9/32"	2 1/2"	3 5/16"	5/8"	1 21/32"	1 3/4"



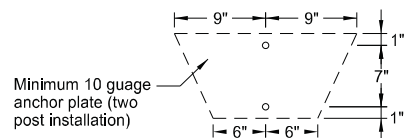
(A) Use breakaway base when support is placed in weak soils. Engineer determines if soils are weak.

(B) For additional wind load, insert the $2\frac{3}{16}$ "x10 ga. into $2\frac{1}{2}$ "x10 ga.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
2-28-14	
REVISIONS	
DATE	CHANGE
9-27-17	Updated to active voice
10-03-19	New Design Engr PE Stamp
8-01-24	Electronic Stamp/Signature



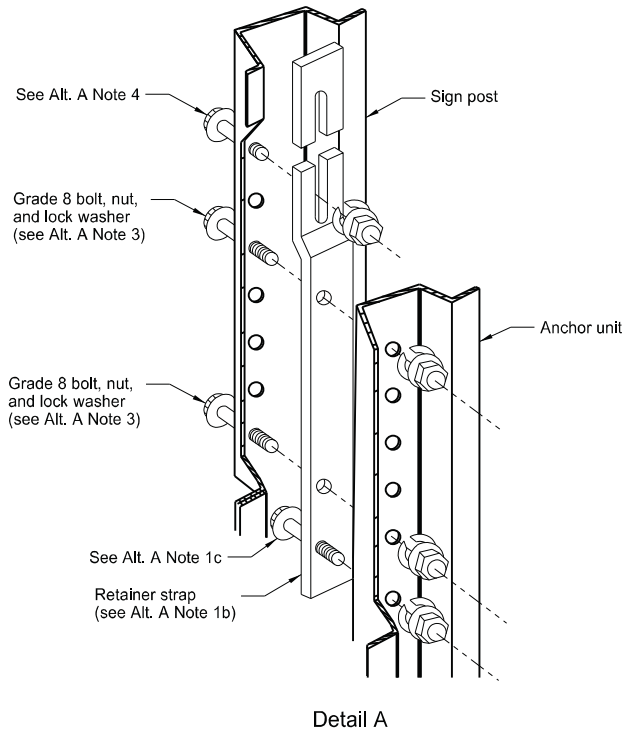
08/01/24



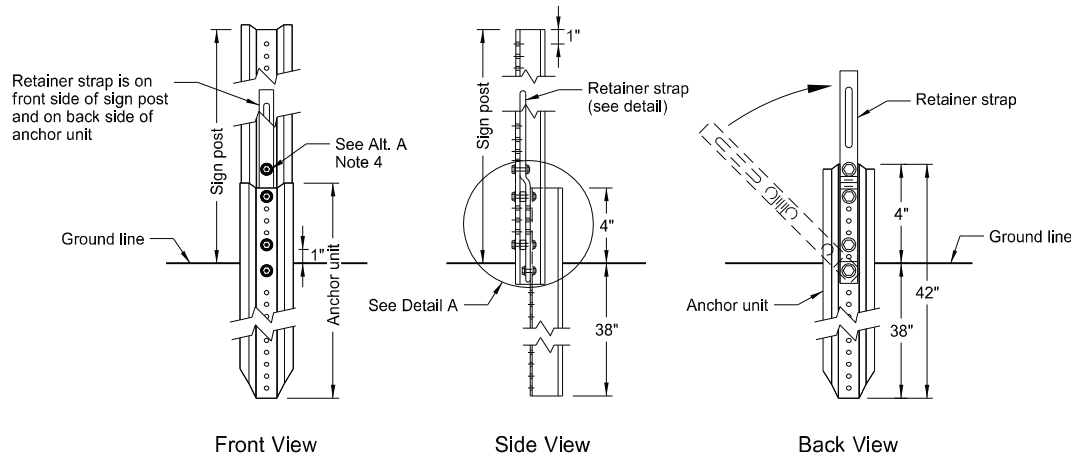
BREAKAWAY SYSTEMS FOR CONSTRUCTION ZONE SIGNS

D-704-8

U-Channel Post



Detail A



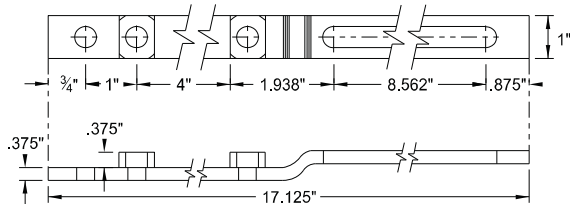
Front View

Side View

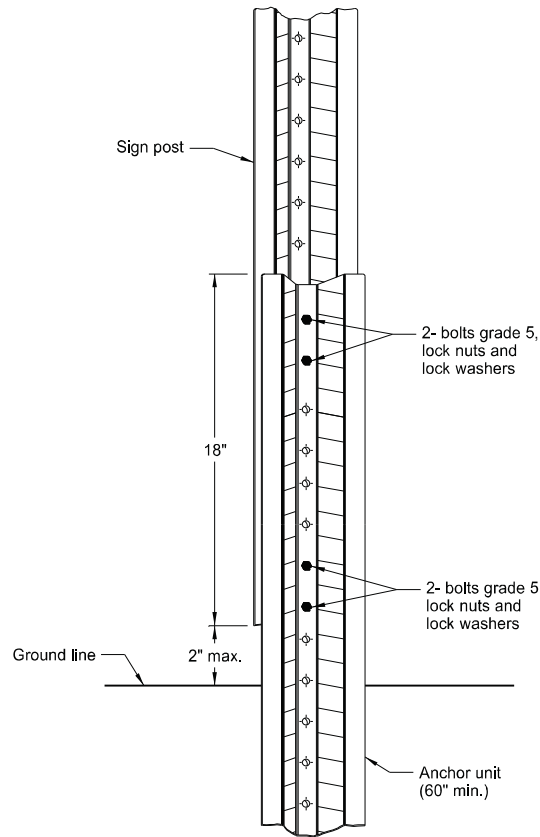
Back View

Breakaway U-Channel Detail Alternate A

Install a maximum of 2 posts within 7'.

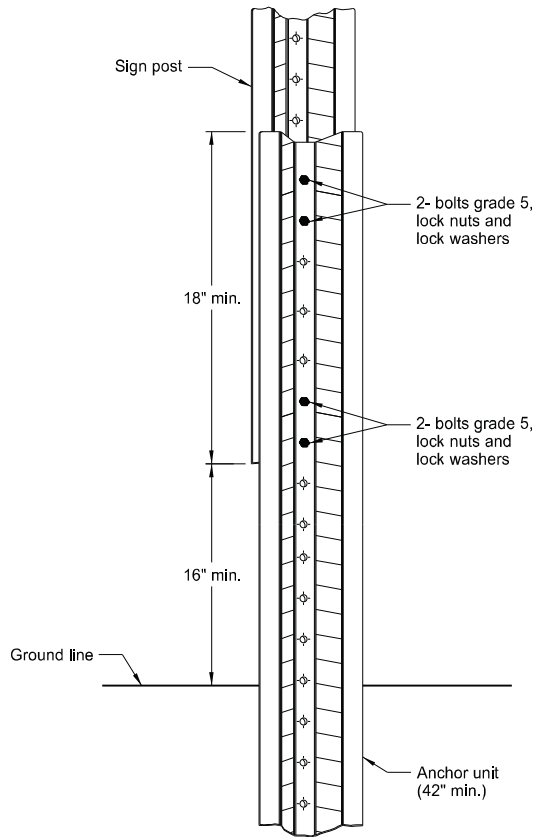


Retainer Strap Detail



Breakaway U-Channel Splice Detail Alternate B (2.5 and 3 lb/ft)

Install a maximum of 3 posts within 7'.



Breakaway U-Channel Splice Detail Alternate C (2.5 and 3 lb/ft)

Install a maximum of 3 posts within 7'.

Alternate A Steps of Installation:

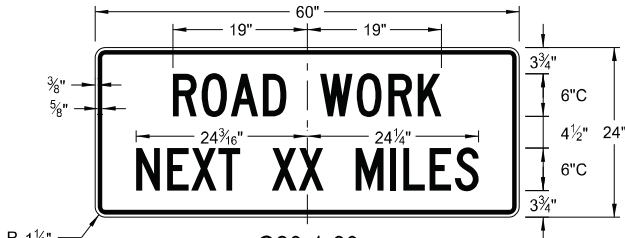
- Drive anchor unit to within 12" of ground level.
 - Establish proper assembly by lining up bottom hole of retainer strap with 6th hole from the top of the anchor unit.
 - Assemble strap to back of anchor unit using 5/16"x2" bolt, lock washer and nut.
 - Rotate strap 90° to left.
- Drive anchor unit to 4" above ground.
 - Rotate strap to vertical position.
- Place 5/16"x2" bolt, lock washer and nut in bottom of sign post to facilitate alignment of sign post with proper hole in anchor unit.
 - Alternately tighten two connector bolts.
- Complete assembly by tightening 5/16"x2" bolt (this fastens sign post to retainer strap).
- Properly nest base post, strap, and sign post. Proper nesting occurs when all flat surfaces of the base post, strap, and sign post at the bolts have full contact across the entire width.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
2-28-14	
REVISIONS	
DATE	CHANGE
9-27-17	Updated to active voice
10-03-19	New Design Engr PE Stamp
8-01-24	Electronic Stamp/Signature

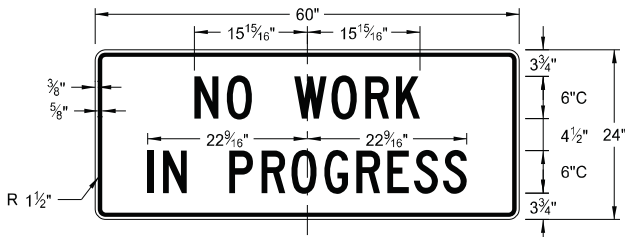


08/01/24

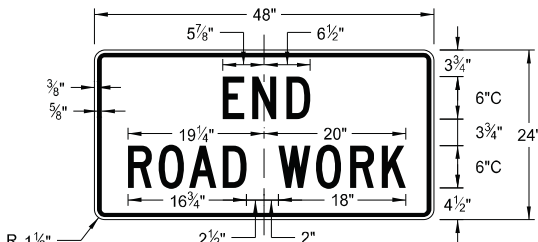
CONSTRUCTION SIGN DETAILS
TERMINAL AND GUIDE SIGNS



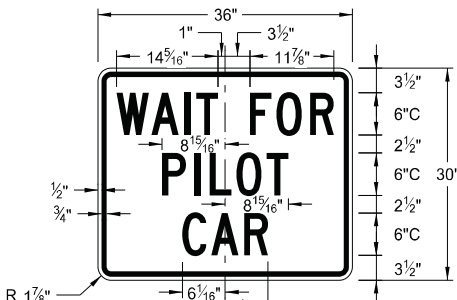
G20-1-60
Legend: black (non-refl)
Background: orange



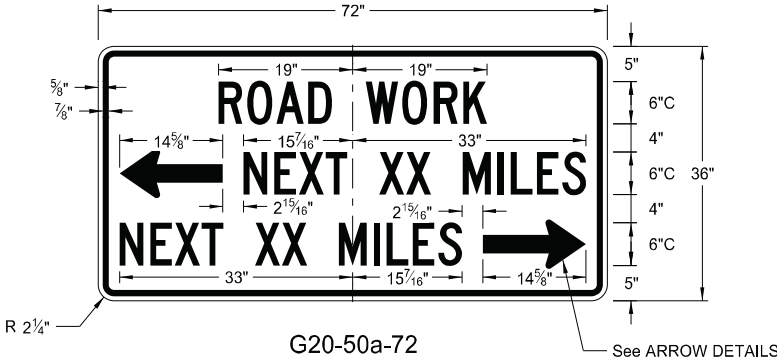
G20-1b-60
Legend: black (non-refl)
Background: orange



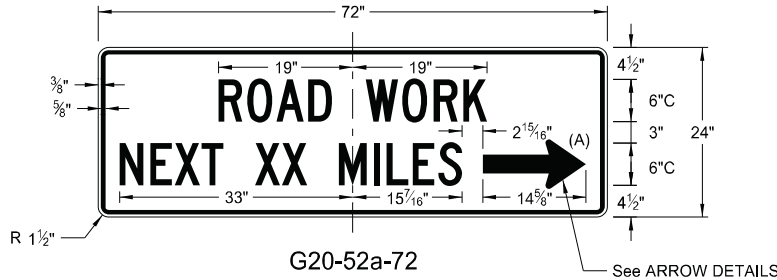
G20-2-48
Legend: black (non-refl)
Background: orange



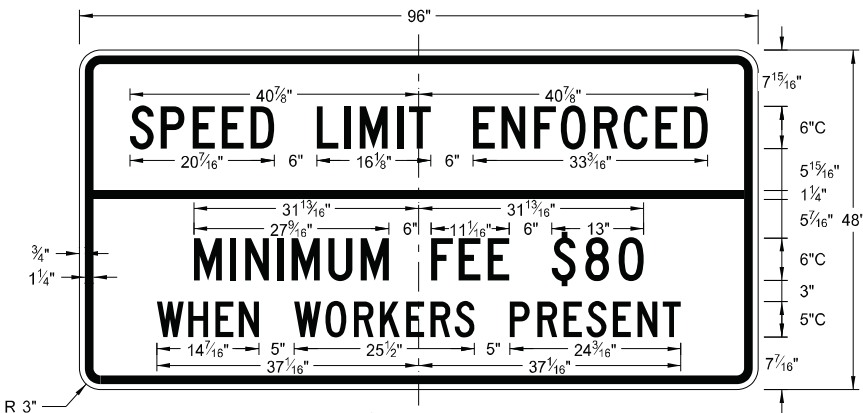
G20-4b-36
Legend: black (non-refl)
Background: orange



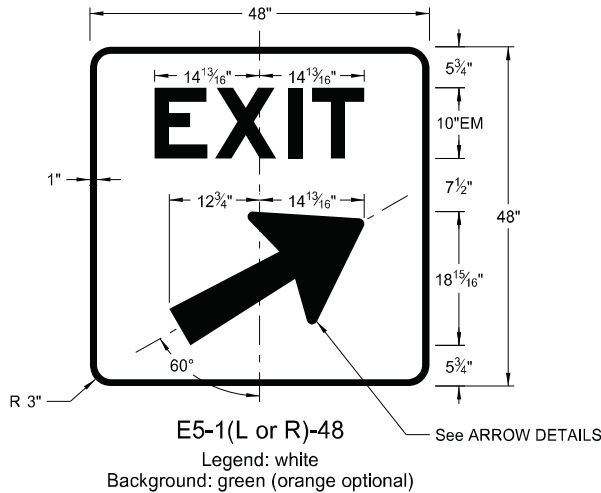
G20-50a-72
Legend: black (non-refl)
Background: orange



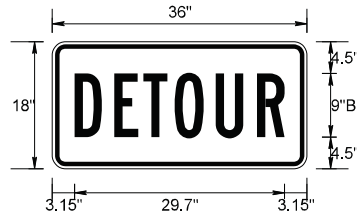
G20-52a-72
Legend: black (non-refl)
Background: orange



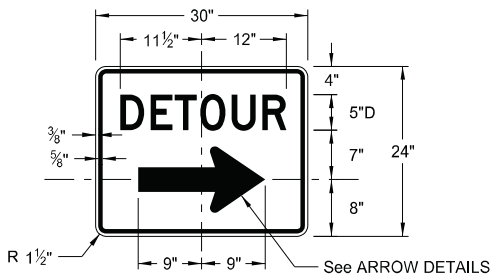
G20-55-96
Legend: black (non-refl)
Background: orange



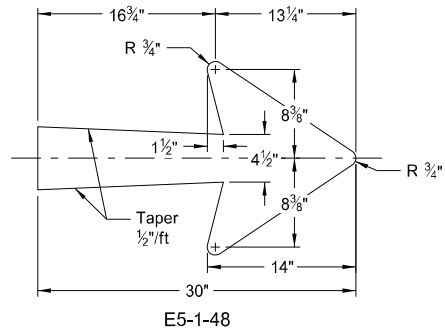
E5-1(L or R)-48
Legend: white
Background: green (orange optional)



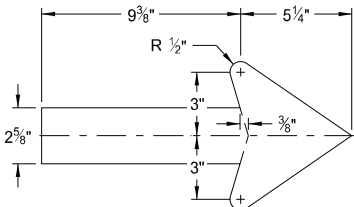
M4-8-36
Legend: black (non-refl)
Background: orange



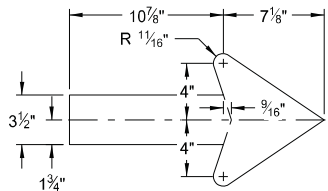
M4-9(L or R)-30 &
M4-9-30
Legend: black (non-refl)
Background: orange



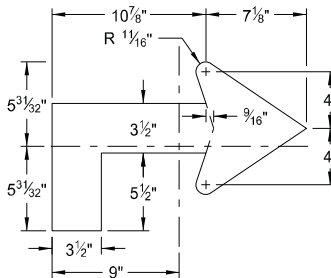
E5-1-48



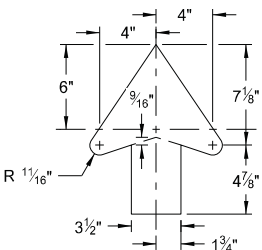
G20-50a-72
G20-52a-72



M4-9(L or R)-30
Right or Left



M4-9(L or R)-30
Advanced Right or Left



M4-9-30
Straight

ARROW DETAILS

NOTES:

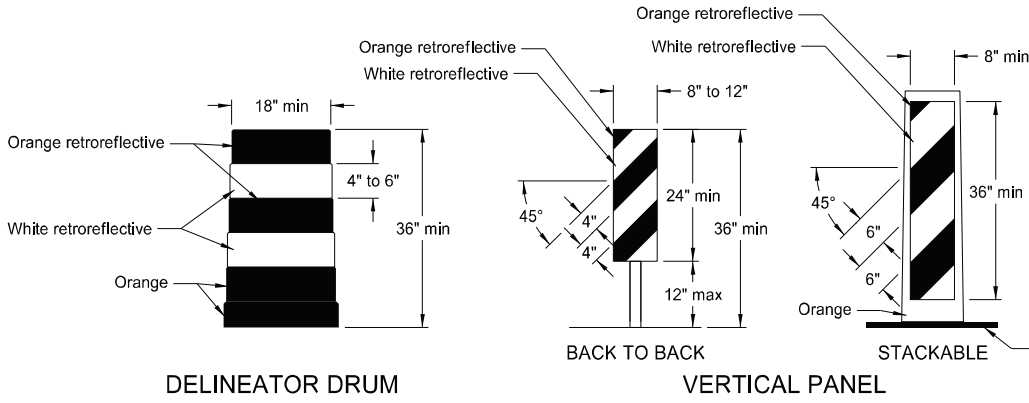
(A) Arrow may be right or left of the legend to indicate construction to the right or left.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
8-13-13	
REVISIONS	
DATE	CHANGE
8-17-17	Added sign & background color
10-03-19	New Design Engineer PE Stamp
8-01-24	Electronic Stamp/Signature



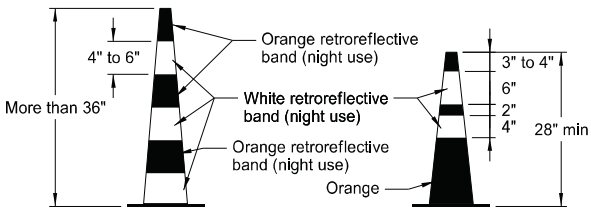
08/01/24

BARRICADE AND CHANNELIZING DEVICE DETAILS

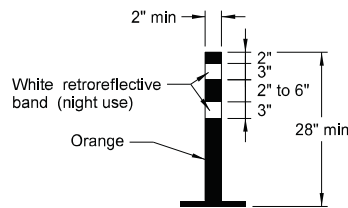


Provide horizontal, circumferential, alternating orange and white retroreflective stripes 4" to 6" wide for drum markings. Use a minimum of two orange and two white stripes with the top stripe being orange for each drum. Do not exceed 3" nonretroreflectORIZED spaces between the horizontal orange and white stripes. Avoid placement of stripes on drum ribs or indentations. Use closed top drums that will not allow collection of debris. Do not place ballast on the top of drum.

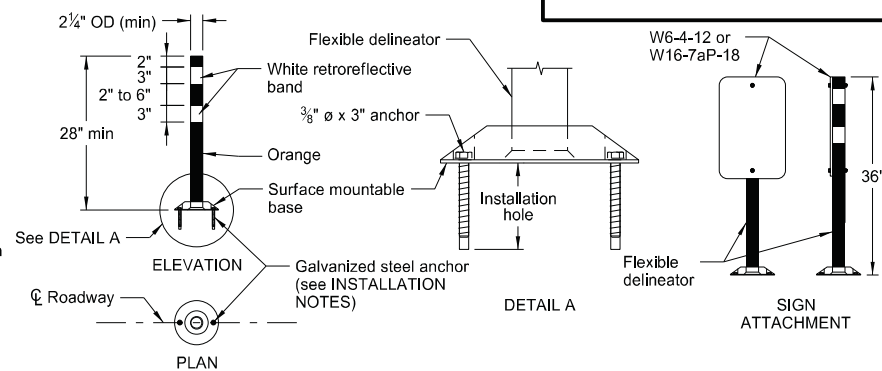
Provide alternating orange and white retroreflective stripes, sloping downward in direction vehicular traffic is to pass. Place retroreflective sheeting on both sides of panel with a minimum of 270 square inches of retroreflective area facing vehicular traffic. Where the height of the retroreflective material on the vertical panel is 36 inches or more, use a stripe width of 6 inches.



Provide retroreflectORIZATION of cones more than 36" in height by alternating orange and white retroreflective stripes. Use a minimum of two orange and two white stripes for each cone with the top stripe being orange. Use maximum 3" nonretroreflectORIZED space between the orange and white stripes.

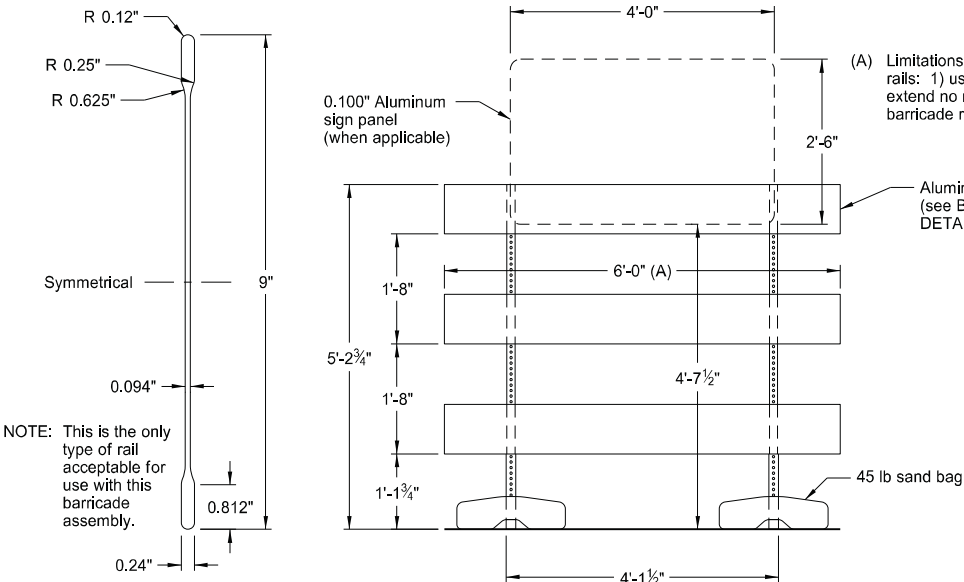


Provide retroreflectORIZATION of tubular markers more than 42" in height by alternating four 4" to 6" wide orange and white stripes with the top stripe being orange.

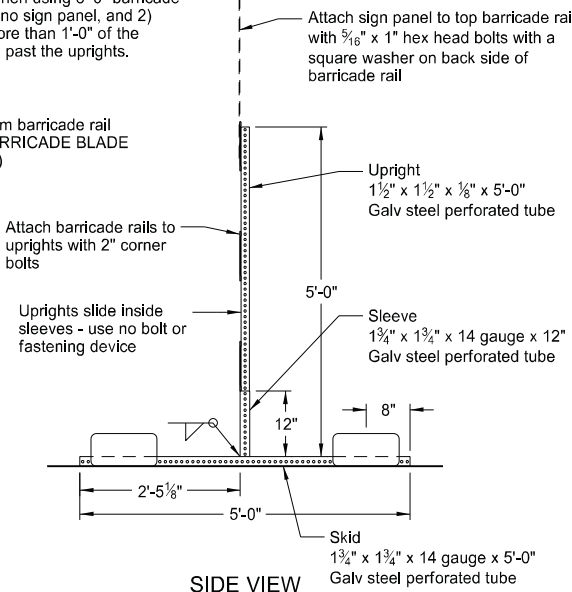


INSTALLATION NOTES:

1. Drill installation holes to diameter and depth required by manufacturer's specifications.
2. For removal, remove anchors and fill installation hole with an epoxy designed to bond to pavement surface.
3. In lieu of bolted down base, use an 8" x 8" butyl pad or hot melt butyl. Remove butyl as close as possible to pavement surface.

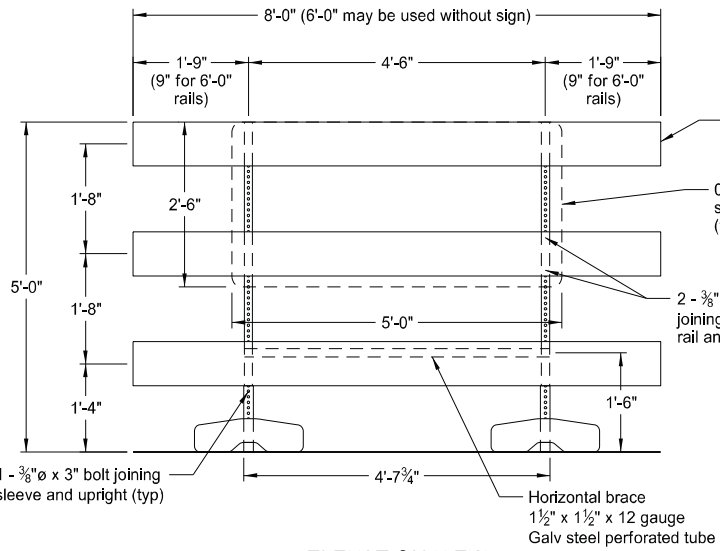


BARRICADE BLADE DETAIL



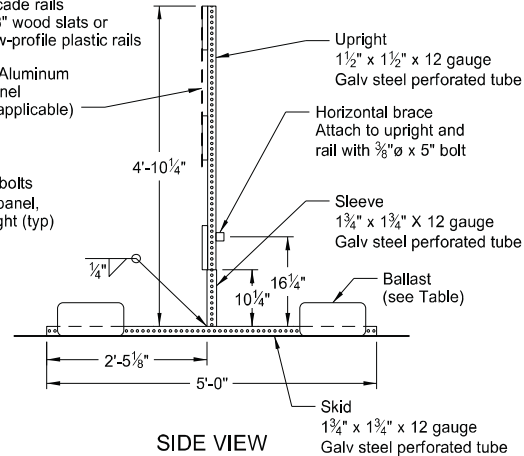
ELEVATION VIEW

BARRICADE ASSEMBLY DETAIL
(Aluminum Barricade Rails)



ELEVATION VIEW

BARRICADE ASSEMBLY DETAIL
(Wood or Plastic Rails)



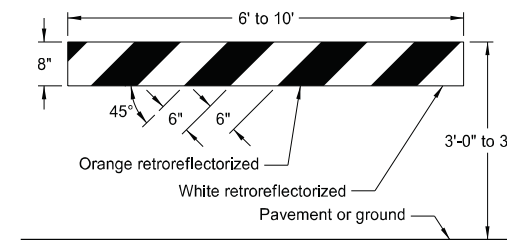
SIDE VIEW

MINIMUM BALLAST
(For each side of barricade support)

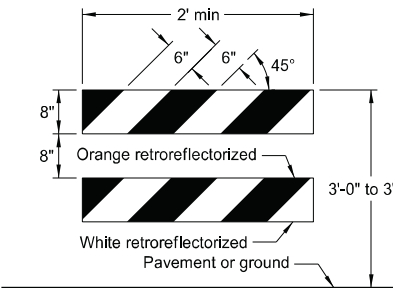
Without Sign	4 - 25 lb sandbags
With Sign	6 - 25 lb sandbags

Note: Number of sandbags based on a wind speed of 55 MPH. Sandbags assumed to be placed at or near the ends of the skids.

NOTE: For barricade markings use alternating orange and white retroreflective stripes, sloping downward in the direction traffic is to pass. Place retroreflective sheeting on both sides of the rails with a minimum of 270 square inches of visible retroreflective area facing vehicular traffic. When the barricade length is less than 36", use a rail stripe width of 4".

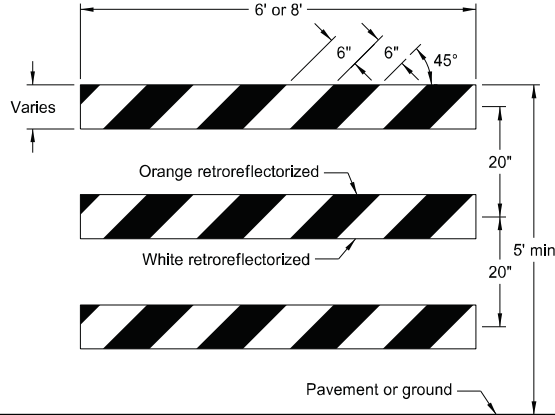


TYPE I BARRICADE

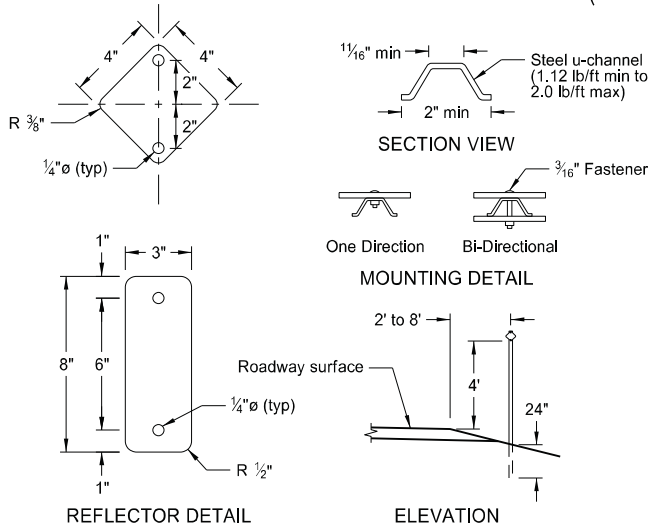


TYPE II BARRICADE

BARRICADE RAIL DETAILS



TYPE III BARRICADE



REFLECTOR DETAIL

ELEVATION

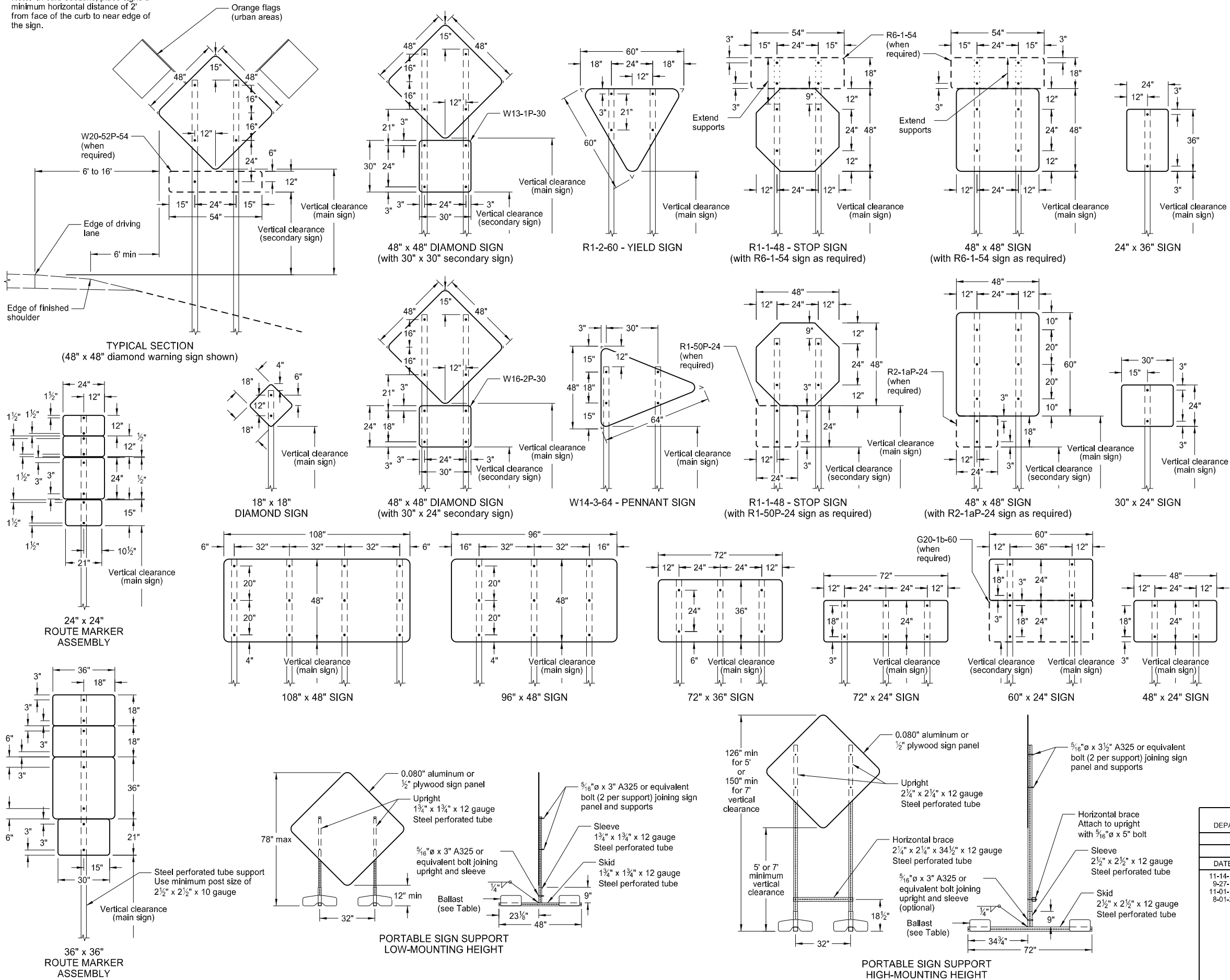
DELINEATORS

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
10-3-13	
REVISIONS	
DATE	CHANGE
9-27-17	Updated to active voice
11-01-19	Revised details for Flexible Delineator
8-01-24	Electronic Stamp/Signature



CONSTRUCTION SIGN PUNCHING AND MOUNTING DETAILS

Note: In curb sections, place signs a minimum horizontal distance of 2' from face of the curb to near edge of the sign.



NOTES:

1. Sign Supports: Galvanize or paint supports. Minimum post sizes are 2.5 lb/ft u-channel or 2" x 2" x 12 gauge steel perforated tube, except where noted. When installing signs on u-channel, minimum post size for assemblies containing a secondary sign is 3.0 lb/ft. Post sizes based on a wind speed of 55 MPH.

Place signs over 50 square feet on 2½" x 2½" perforated tube supports as a minimum.

Do not attach guy wires to sign supports. Attach wind beams behind sign panels when used with u-posts.
2. Sign Panels: Provide sign panels made of 0.100" aluminum, ½" plywood, or other approved material, except where noted. Punch all holes round for ⅜" bolts.
3. Alternate Messages: Install and remove alternate message signs on reflectorized plate (without borders) as required. (i.e. "Left" and "Right" message on lane closure sign)
4. Route Marker Auxiliary Signs: Provide route marker auxiliary signs, such as the cardinal direction and directional arrows, with a background and legend that match the route marker they are used with:

Interstate - white legend on blue background
Interstate Business Loop - white legend on green background
US and State - black legend on white background
County - yellow legend on blue background

5. Vertical Clearance: Install signs with a vertical clearance of 5'-0" (see TYPICAL SECTION.) In areas where parking or pedestrian movements are likely or the view of the sign may be obstructed, install signs with a vertical clearance of 7'-0" from the top of the curb or from the near edge of the driving lane in absence of a curb.

The vertical clearance to secondary signs is 1'-0" less than the vertical clearance stated above.

Provide a minimum clearance of 7'-0" from the ground at the post for signs with an area exceeding 50 square feet.

6. Portable Signs: Provide portable signs that meet the vertical clearance stated above when it is necessary to place signs within the pavement surface.

Use of low-mounting height (minimum 12" vertical clearance) portable signs for 5 days or less, is allowed as long as the view of the sign is not obstructed. Time delays caused by unforeseen circumstances, such as equipment breakdown, rain, subgrade failures, etc., will not accrue towards the 5 day period. Use of R9-8 through R9-11a series, W1-6 through W1-8 series, M4-10, and E5-1 is allowed for longer than 5 days.

Restrict signs mounted on portable sign supports shown in the LOW-MOUNTING HEIGHT and HIGH-MOUNTING HEIGHT details to a maximum surface area of 16 square feet.

MINIMUM BALLAST
(For each side of sign support base)

Sign Panel Mounting Height (ft)	Number of 25 lb sandbags for 4' x 4' sign panel
1'	6
5'	8
7'	10

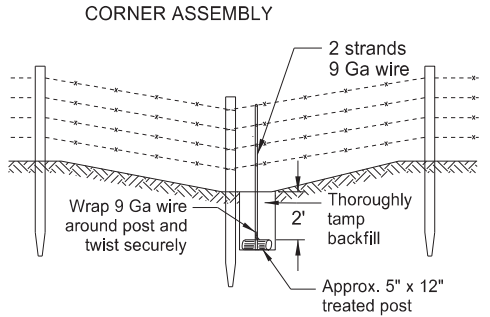
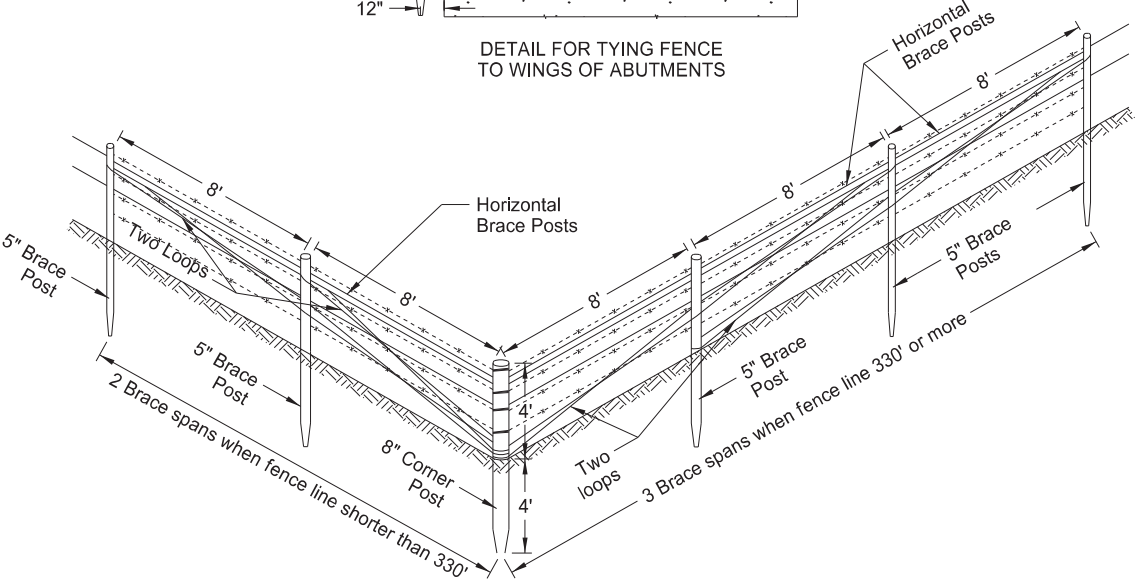
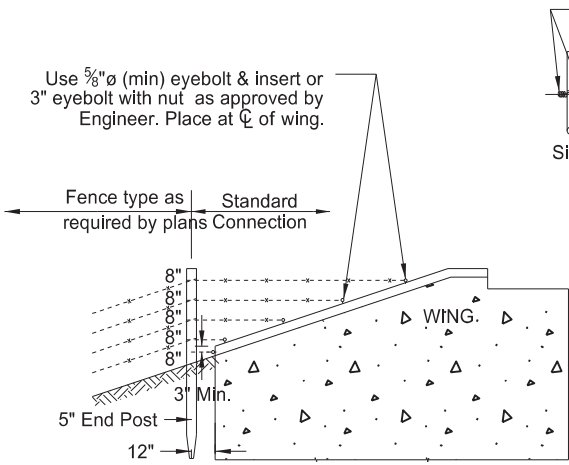
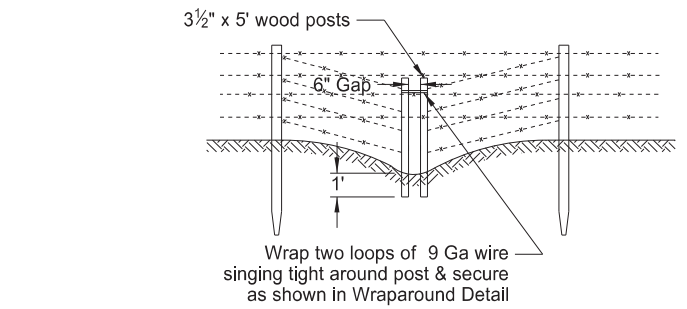
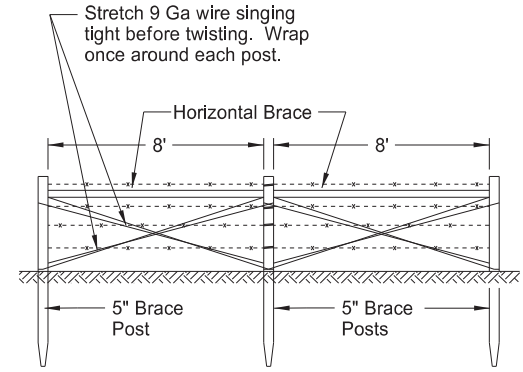
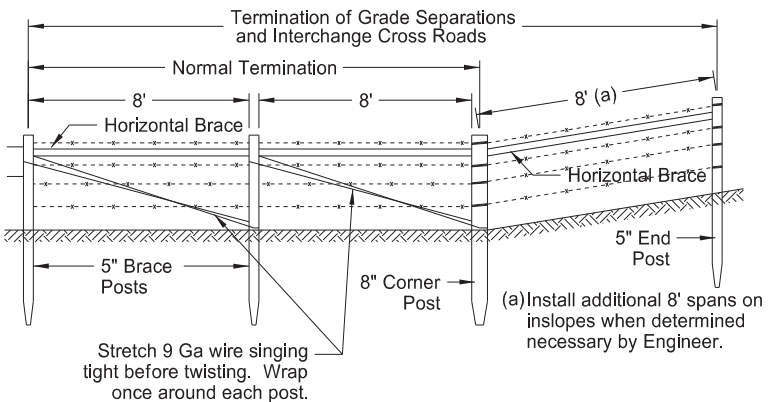
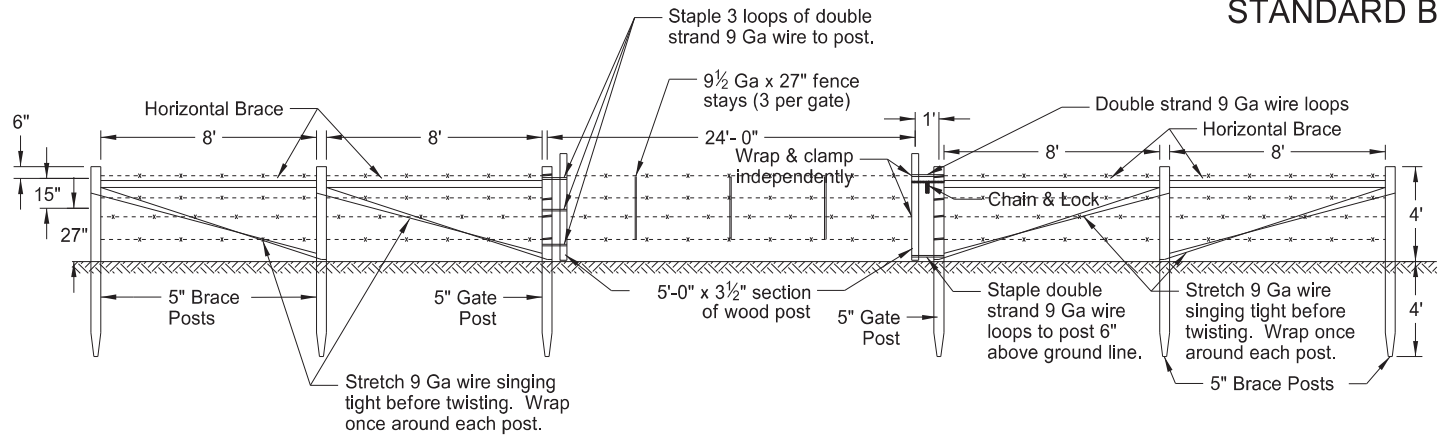
Note: The number of sandbags are based on a wind speed of 55 MPH. Place sandbags at or near the ends of skids.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
10-4-13	
REVISIONS	
DATE	CHANGE
11-14-13	Revised Note 6
9-27-17	Updated to active voice
11-01-19	Revised 60"x24" sign detail
8-01-24	Electronic Stamp/Signature

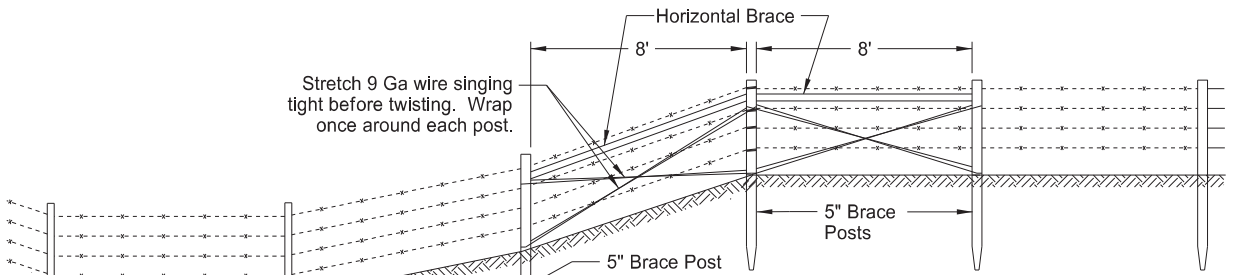
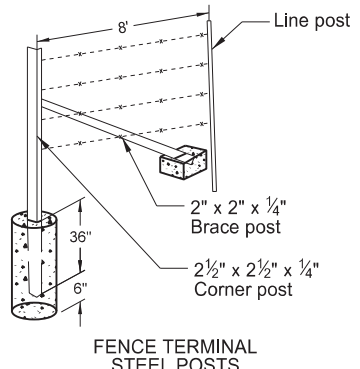
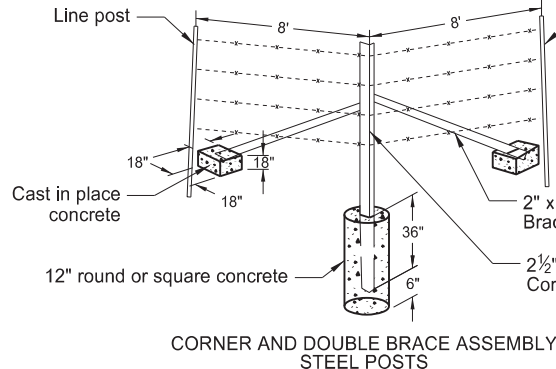
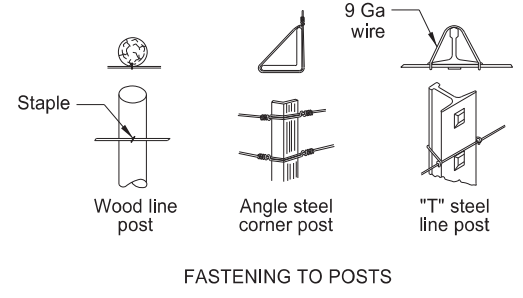
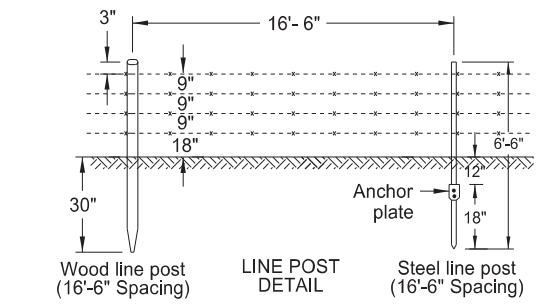


08/01/24

STANDARD BARBED WIRE FENCE



*Determine locations in the field and include in price bid for fencing. Use other methods of anchoring fence if approved by the Engineer.



Use double brace installation, as shown, on opposite side of depression.

Decrease line post spacing as needed due to terrain.

NOTES

1. No deduction in measured pay length of fence made for gates, corner assemblies, double brace assemblies, fence terminals, or depression fencing. Include all costs for abutment fencing in the price bid for fencing bid items.
2. Install double brace assemblies at locations shown on the plans or established by the Engineer. Place adjacent fence terminals, corner assemblies, or double brace assemblies at a maximum spacing of 1,320 feet.
3. Include all costs of furnishing and installing inserts and eyebolts in the unit price bid for fencing bid items. Use eyebolts galvanized according to AASHTO designation M-30; inserts of corrosion resistant material do not require galvanization. Use concrete inserts capable of developing the full strength of the 5/8" diameter threaded eyebolt, when installed in concrete.
4. Determine post type used, either wood or steel, unless otherwise specified in the plans.
5. Include the cost of bracing at vehicle gates in the price bid for "Vehicle Gate."

POST SIZES					
USE OF POST	TREATED WOOD		STEEL		
	Post dia.	Post length	Post length	Post wt. Lbs./Ft.	Anchor wt. Lbs.
Line post	3 1/2"	6'-6"	6'-6"	1.33	0.67
Corner post	8"	8'	7'	4.10	(Conc.)
End post	5"	8'			
Brace post	5"	8'	7'	3.19	(Conc.)
Gate post	5"	8'			
Horizontal brace	4"	8'	As approved by the Engineer		

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION	
2-2-10	
REVISIONS	
DATE	CHANGE
10-02-12	Notes, steel assemblies/posts.
11-25-13	Revised Vehicle Gate.
10-17-17	Updated to active voice.
02-23-23	Revised post spacing/brace size.



02/23/23