# GREENVILLE UTILITIES COMMISSION

*of*

# THE CITY OF GREENVILLE, NORTH CAROLINA

## *Request for Bids*

*for*

## *Old Tar Road Natural Gas Main Extension*

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|---|
| **Advertisement Date** |
| **7/20/2026** |
| **Pre-Bid Date** |
| **8/4/2026** |
| **Questions Due** |
| **8/14/2026** |
| **Bid Open Date** |
| **8/27/2026** |

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# ADVERTISEMENT FOR BIDS

***by***

**Greenville Utilities Commission of the City of Greenville, NC**

***for***

**The Greenville Utilities Commission**
**Old Tar Road Natural Gas Main Extension**
**Pitt County, North Carolina**

Sealed Bids will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 pm (EST) on 8/27/206, and immediately thereafter publicly opened and read for the furnishing of **the Construction of a 0.6-mile, 8-inch PE natural gas main**.

Instructions for submitting bids and complete specifications will be available in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30AM – 5:00PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids. Late bids will not be considered.

Bids must be enclosed in a sealed envelope, addressed to the Greenville Utilities Commission and the outside of the envelope must be marked **BID FOR Old Tar Road Natural Gas Main Extension**. All Bids must include the information specified in the format specified in the Instructions to Bidders, and all Bids must be made on blank forms provided with and included in the bound document. The name, address, and license number of the Bidder must be plainly marked thereon. Oral or faxed Bids are invalid and will be rejected.

Each Bid submitted must be accompanied by cash or a certified check, drawn on a bank or trust company authorized to do business in North Carolina, payable to the Greenville Utilities Commission in an amount at least equal to five percent (5%) of the total amount of the Bid, as a guarantee that a contract will be entered into. In lieu of cash or a certified check, the Bidder may submit a bid bond in the form prescribed in G.S. 143-129 as amended by Chapter 1104 of the Public Laws of 1951.

Contractors are notified that legislative acts relating to licensing of contractors will be observed in receiving bids and awarding contracts. It is the Bidder's responsibility to ensure and to provide proof of compliance with all applicable licensing requirements.

A **Pre-Bid Conference** will be held at the Greenville Utilities Commission Engineering Center at 3355 NC 43 N, Greenville, North Carolina 27834 on **8/4/2026**, at 2:00 PM, local time.

The major items of Work include:

- Constructing, testing, cleaning, drying, purging, and filling with gas a 0.6-mile, 8-inch PE natural gas pipeline.

# ADVERTISEMENT FOR BIDS

- Tying in the new pipeline to the existing natural gas distribution system.

The complete Bid Package will be posted and available at http://www.guc.com/doing-business-with-us for download.

The right is reserved to reject any or all Bids, to waive informalities, and to award Contract or Contracts which, in the opinion of the Owner, appear to be in its best interest. The right is reserved to hold any or all Bids for a period of sixty (60) days from the opening thereof.

GREENVILLE UTILITIES COMMISSION
(Owner)

Mr. Dillon E. Wade, P.E.
(Gas Distribution Engineer)

## INTRODUCTION AND PROJECT DESCRIPTION

The Greenville Utilities Commission (GUC) is requesting Bids for the construction, testing, and gas-up of the Old Tar Road Natural Gas Main Extension. The proposed 8-inch ASTM D2513, 0.784-inch wall thickness, PE natural gas main is approximately 0.6 miles in length. The route of the proposed gas main begins at Greenville Utilities Commissions Old Tar Gate Station located at 5292 Old Tar Rd. The main continues north paralleling SR1700 Old Tar Road to approximately 318 feet north of the intersection of Bayberry Lane and Old Tar Road. Construction will be within the NCDOT rights-of-way by means of NCDOT encroachments obtained by Greenville Utilities Commission and within GUC permanent natural gas utility easements. As designed, there are six (6) horizontal directional drills (HDDs) and one (1) jack and bore the remainder of the construction is designed to be performed by conventional means. The new gas main is to be tested to 90 psig for a maximum allowable operating pressure (MAOP) of 60 psig.

The CONTRACTOR will be required to deliver a tested, cleaned, purged, and gassed-up pipeline. The CONTRACTOR shall coordinate the tie-in with the Greenville Utilities Commission.

## GENERAL REQUIREMENTS

CONTRACTOR's bidding on the WORK must have a minimum of five (5) years of experience constructing natural gas mains and/or according to the requirements of Title 49, Part 192, and the project PLANS and SPECIFICATIONS. CONTRACTOR must have a minimum of five (5) years of experience in horizontal directional drilling with similar diameter pipe, preferable in the geological region of the project.

The OWNER shall provide pipe, fittings, valves, valve boxes, tracing wire, and line markers as listed in the Bill of Materials on the construction drawings. The CONTRACTOR shall provide all other materials and equipment required for construction of the pipeline, and for the restora-tion for the site following Construction.

## SITE CONDITIONS

The terrain consists of gently rolling hills and low flat areas. The existing right of ways are mowed and should not require any brush cutting for construction to begin. The land surround-ing the pipeline route is predominantly farmland. Depending on the season and the rainfall, the site can be expected to be wet with a high-water table.

# INSTRUCTIONS TO BIDDERS

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**ARTICLE 1 – DEFINED TERMS**

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

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the Bidding Procedures are to be administered.

**Greenville Utilities Commission**
**401 S. Greene Street**
**Greenville, North Carolina 27834**

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents will be posted and may be obtained at:

**http://www.guc.com/doing-business-with-us/**

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Each Proposal must contain evidence of Proposer's qualification to do business in North Carolina or covenant to obtain such qualifications prior to award of the Contract.

B. Each Proposal must contain evidence of the Proposer's North Carolina Contractor licensing required for this project.

C. Subcontractor qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Proof of five (5) years of recent and current experience with similar natural gas main or pipeline projects constructed under the requirements of Title 49, Part 192, having similar sized pipe, and including horizontal directional drilling.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

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3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.05 OPERATOR QUALIFICATIONS

A. Successful Bidder will be required to meet the Greenville Utilities Commission Operator Qualification requirements for all covered tasks included in the Work under this Contract.

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

4.01 *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.

B. Status of easement and land acquisition is included in the Project Documents.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. Custom Soil Resource Report: The Bidding Documents contain a Custom Soil Resource Report (CSRR). The CSRR describes certain select soil conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Soil Conditions"). The CSRR is a Contract Document.

The Baseline Conditions in the CSRR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Soil Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the CSRR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential soil conditions are baselined.

Nothing in the CSRR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.


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The CSRR is included as **Section W** of the Contract Documents.

Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous 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.

B. 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 5.03, 5.04, and 5.05 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.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit following the Pre-Bid Meeting and/or 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 not obtained as part of design, 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.

4.04 *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.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the General 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


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examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 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) report of soil resources 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.

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the 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 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.


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**ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A Pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

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

7.02 7.04 All communications regarding the interpretations of any other matters related to this project shall be addressed to the Procurement Manager:

**Cleve Haddock, Lifetime CLGPO**
**Greenville Utilities Commission**
**401 S. Greene Street**
**Greenville, North Carolina 27834**
**Phone: (252) 551-1533**

**Email: haddocgc@guc.com**

**All questions must be received by August 14, 2026 end of business day.**

7.03 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

**ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five percent (5%)** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 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 15 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.

8.03 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


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

8.04 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, Milestones are to be achieved and the Work is to be substantially 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**

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents as being supplied by the Contractor 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.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Owner will furnish the major materials as set forth in the Bidding Documents and the Contractor will furnish the remaining 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**

12.01 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.

12.02 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.

12.03 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 portions of the Work.

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


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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.

12.04 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 7.06 of the General Conditions.

**ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents.

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."

13.02 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. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.04 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 official address of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and official address.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.


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13.09 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 shall also be shown on the Bid Form.

**ARTICLE 14 – BASIS OF BID**

14.01 *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 13.03 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.

14.02 *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 13.02.B of the General Conditions.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 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, 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:


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**Cleve Haddock, Lifetime CLGPO**
**Greenville Utilities Commission**
**401 S. Greene Street**
**Greenville, North Carolina 27834**

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 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.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 72 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 or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, 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.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids


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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.

19.04 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.

19.05 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 **fifteen (15)** 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 **sixteen (16)** 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 2.02 of the General Conditions.

**ARTICLE 22 – SALES AND USE TAXES**

22.01 The Contractor shall prepare and provide to the Owner a sales tax report with all of the Contractor's invoices.

**ARTICLE 23 – CONTRACTS TO BE ASSIGNED**

23.01 No separate contracts for equipment or material procurement will be executed by the Owner. All materials and equipment not specifically mentioned as furnished by Owner shall be furnished by the Contractor awarded the Work.

**ARTICLE 24 – RETAINAGE**

24.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

**ARTICLE 25 – PARTNERING**

25.01 Owner does not intend to participate in a partnering process with Contractor(s).


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**BID FORM**

# Old Tar Road Natural Gas Main Extension

## For the

## Greenville Utilities Commission of the City of Greenville, North Carolina


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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

***Cleve Haddock,* Lifetime *CLGPO***
***Greenville Utilities Commission***
***401 S. Greene Street***
***Greenville, North Carolina 27834***

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

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

| **Addendum No.** | **Addendum, Date** |
|---|---|
| | |
| | |
| | |
| | |
| | |

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.

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 soil resources 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.


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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.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 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 4.01.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


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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 e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

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

**UNIT PRICE BID**

| Description | Unit | Qty. | Unit Price | Bid Price |
|---|---|---|---|---|
| Mobilization | LS | 1 | | |
| 8" PE Open Cut | LF | 2309 | | |
| 8" PE HDD | LF | 859 | | |
| Fully Completed and Successful Jack and Bore with casing vents | EA | 1 | | |
| 6" PE Open Cut | LF | 146 | | |
| 6" PE HDD | LF | 140 | | |
| 4" PE Open Cut | LF | 14 | | |
| 2" PE HDD | LF | 150 | | |
| Install 2" PE ball valve assemblies | EA | 2 | | |
| Install 4" PE ball valve assemblies | EA | 1 | | |
| Install 6" PE ball valve assemblies | EA | 2 | | |
| Install 8" PE ball valve assemblies | EA | 2 | | |
| Pigging, testing, purging & tie into existing main | LS | 1 | | |
| Restoration of pipeline ROW (seed, mulch, tack) | AC | 1 | | |
| Install pipeline markers | EA | 18 | | |
| Install locate stations | EA | 9 | | |
| Abandon existing gas main | LS | 1 | | |

Total Cost $_____

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)


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and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The purpose of the formula above is only to calculate the lowest price-plus-time bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

None of the costs described in Paragraph 13.01.C of the General Conditions will be included in determining Contractor's fee.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

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

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Project References;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

E. Contractor's License No.: _____ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; and

G. Information required by Section D – Special Instructions to Bidders.

**ARTICLE 8 – DEFINED TERMS**

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


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**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: _____

_____

Bidder's License No.: _____


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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# 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 *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*: Old Tar Road Natural Gas Main Extension ; Pitt County, North Carolina

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: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| Title | Title |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary.*

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 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, 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 by Owner, 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.

12. **IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of North Carolina.**

# E-VERIFY LETTER OF COMPLIANCE

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.

5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.
   Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

_____

## IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. 143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

_____

Signature Date

_____

Printed Name Title

*Notes to persons signing this form:*

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

# NOTICE OF AWARD

Date of Issuance:

| | | |
|---|---|---|
| Owner: | Greenville Utilities Commission | Owner's Contract No.: |
| Engineer: | | Engineer's Project No.: |
| Project: | Old Tar Road Natural Gas Main Extension | Contract Name: |

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [_____]

for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Old Tar Road Natural Gas Main Extension.**

The Contract Price of the awarded Contract is: $_____ *[subject to unit prices]*

Three (3) 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.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Completed AFFIDAVIT D – Good Faith Efforts

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: Greenville Utilities Commission

Authorized Signature

By: Anthony C. Cannon

Title: General Manager/CEO

Copy: Engineer

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Greenville Utilities Commission ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Old Tar Road Natural Gas Main Extension**

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

A. Construct, test, purge, and gas-up of the Old Tar Road Natural Gas Main Extension. The proposed 8-inch ASTM D2513, 0.784-inch wall thickness, PE natural gas main is approximately 0.6 miles in length. The route of the proposed gas main begins at Greenville Utilities Commissions Old Tar Gate Station located at 5292 Old Tar Rd. The main continues north paralleling SR1700 Old Tar Road to approximately 318 feet north of the intersection of Bayberry Lane and Old Tar Road. Construction will be within the NCDOT rights-of-way by means of NCDOT encroachments obtained by Greenville Utilities Commission and within GUC permanent natural gas utility easements. As designed, there are six (6) horizontal directional drills (HDDs) and one (1) jack and bore the remainder of the construction is designed to be performed by conventional means. The new gas main is to be tested to 90 psig for a maximum allowable operating pressure (MAOP) of 60 psig.

B. The CONTRACTOR will be required to deliver a tested, cleaned, purged, and gassed-up pipeline. The CONTRACTOR shall make all tie-ins between this project and existing facilities. The CONTRACTOR shall coordinate all tie-ins with the Greenville Utilities Commission.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by Greenville Utilities Commission.

3.02 The Owner will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.


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4.02 *Contract Times: Days*

A. The Work will be completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 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 or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

B. Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for completion and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents 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).

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 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments


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previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 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. 95 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 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the maximum rate of percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 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) report of soil resources 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


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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.

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**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
    a. None
5. General Conditions (pages 1 to 67, inclusive).
6. Supplementary Conditions (pages 1 to 13, inclusive).
7. Specifications as listed in the table of contents of the Bidding Documents.
8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached DOCUMENT 000115 – LIST OF DRAWING SHEETS.
9. Addenda (numbers _N/A_ to _N/A_, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 5, inclusive).
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.


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d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

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

10.02 *Assignment of Contract*

A. 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.

10.03 *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.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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;


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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.

10.06 *Other Provisions*

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

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

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

| OWNER: | CONTRACTOR: |
|---|---|
| Greenville Utilities Commission of the City of Greenville, North Carolina | |
| By: | By: |
| Title: Anthony C. Cannon, General Manager/ CEO | Title: |
| | *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)* |
| Attest: | Attest: |
| Title: Amy Carson Wade, Executive Assistant | Title: |
| Address for giving notices: | Address for giving notices: |
| Greenville Utilities Commission | |
| PO Box 1847 | |
| Greenville, NC 27835-1847 | |
| | License No.: _____ *(where applicable)* |
| *(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)* | *NOTE TO USER: Use in those states or other jurisdictions where applicable or required.* |


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**NOTICE TO PROCEED**

| | | |
|---|---|---|
| Owner: | Greenville Utilities Commission | Owner's Contract No.: |
| Contractor: | | Contractor's Project No.: |
| Engineer: | | Engineer's Project No.: |
| Project: | Old Tar Road Natural Gas Main Extension | 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 _____.

On or before that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement, the number of days to achieve readiness for final payment is 90 calendar days.

The date for completion of all work is _____.

Owner**:**

Greenville Utilities Commission

By:_____

Anthony C. Cannon

Title: General Manager / CEO

Date Issued: _____, 2026

Copy: GUC Gas Department

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# PERFORMANCE BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:
**Greenville Utilities Commission**
**P.O. Box 1847**
**Greenville, North Carolina 27835-1847**

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: **Old Tar Road Natural Gas Main Extension, Pitt County, North Carolina**

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

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

**CONTRACTOR AS PRINCIPAL**

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

**By:** _____
Signature

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

**SURETY**

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

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

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title


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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

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

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

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

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

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

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

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


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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 of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

14. Definitions

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

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

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

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

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

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

16. Modifications to this Bond are as follows:


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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:
**Greenville Utilities Commission**
**P.O. Box 1847**
**Greenville, North Carolina 27835-1847**

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: **Old Tar Road Natural Gas Main Extension, Pitt County, North Carolina**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

**EJCDC® C-615, Payment Bond**
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***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***

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

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

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

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

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

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

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

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

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

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

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

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

    7.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond


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no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

16. **Definitions**

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

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

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

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

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

18. Modifications to this Bond are as follows:


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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

INSURED

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| | | **GENERAL LIABILITY** | | | | EACH OCCURRENCE | $ |
| | | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurence) | $ |
| | | CLAIMS MADE OCCUR | | | | MED EXP (Any one person) | $ |
| | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | GENERAL AGGREGATE | $ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | $ |
| | | POLICY PRO-JECT LOC | | | | | |
| | | **AUTOMOBILE LIABILITY** | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | ANY AUTO | | | | | |
| | | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) | $ |
| | | SCHEDULED AUTOS | | | | | |
| | | HIRED AUTOS | | | | BODILY INJURY (Per accident) | $ |
| | | NON-OWNED AUTOS | | | | | |
| | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | **GARAGE LIABILITY** | | | | AUTO ONLY - EA ACCIDENT | $ |
| | | ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | | AGG | $ |
| | | **EXCESS/UMBRELLA LIABILITY** | | | | EACH OCCURRENCE | $ |
| | | OCCUR CLAIMS MADE | | | | AGGREGATE | $ |
| | | | | | | | $ |
| | | DEDUCTIBLE | | | | | $ |
| | | RETENTION $ | | | | | $ |
| | | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** | | | | WC STATU-TORY LIMITS OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | $ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | **OTHER** | | | | | |

Sample

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

Greenville Utilities Commission
PO Box 1847
Greenville, NC 27835-1847

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____ , the duly authorized and acting legal representative of **The Greenville Utilities Commission of the City of Greenville, North Carolina** do hereby certify as follows:

I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____
General Counsel: Phillip R. Dixon

_____
Date

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

# Contractor's Application for Payment No.

| | | |
|---|---|---|
| | Application Period: | Application Date: |
| To (Owner): Greenville Utilities Commission | From (Contractor): | Via (Engineer): Rivers & Associates, Inc. |
| Project: Old Tar Road Natural Gas Main Extension | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

**Application For Payment**

**Change Order Summary**

Approved Change Orders

| Number | Additions | Deductions |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

1. **ORIGINAL CONTRACT PRICE..... $** _____
2. **Net change by Change Orders..... $** _____
3. **Current Contract Price (Line 1 ± 2)..... $** _____
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... $** _____
5. **RETAINAGE:**
   - a. X _____ **Work Completed..... $** _____
   - b. X _____ **Stored Material..... $** _____
   - c. **Total Retainage (Line 5a + Line 5b)..... $** _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $** _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $** _____
8. **AMOUNT DUE THIS APPLICATION..... $** _____
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... $** _____

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| By: | Date: |
|---|---|
| | |

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)


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## Progress Estimate - Unit Price Work

# Contractor's Application

| For (Contract): | | | | | | | | Application Number: | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Application Period: | | | | | | | | Application Date: | | | |
| A | | | | | B | C | D | E | F | | |
| Item | | Contract Information | | | | Estimated Quantity Installed | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| Bid Item No. | Description | Item Quantity | Units | Unit Price | Total Value of Item ($) | | | | | | |
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| | **Totals** | | | | | | | | | | |


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# CERTIFICATE OF SUBSTANTIAL COMPLETION

| | | | |
|---|---|---|---|
| Owner: | Greenville Utilities Commission | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | | Engineer's Project No.: | |
| Project: | Old Tar Road Natural Gas Main Extension | Contract Name: | |

**This [preliminary] [final] 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: _____ (Authorized signature) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ |

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer


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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. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.


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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.


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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 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.


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

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

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

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.


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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

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

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and


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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

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

2.06 *Electronic Transmittals*

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

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or


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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,


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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

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.


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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.


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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.


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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**

5.01 *Availability of Lands*

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

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part


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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.

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (engineer 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.


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5.04 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,


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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after


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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.


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5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

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

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

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.


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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

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

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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


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**ARTICLE 6 – BONDS AND INSURANCE**

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

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

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


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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).


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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

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

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result


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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 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.


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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).


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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 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.


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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the


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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

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

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

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and


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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

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.


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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 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

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


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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.


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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

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

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.


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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.

7.07 *Patent Fees and Royalties*

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

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

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

7.08 *Permits*

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


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7.09 *Taxes*

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

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

7.11 *Record Documents*

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

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;


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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


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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


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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.


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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

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.


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

7.18 *Indemnification*

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

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop


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

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

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

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.


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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

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

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.


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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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


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9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during


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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

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

10.04 *Rejecting Defective Work*

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

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

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

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

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


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

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

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

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

10.09 *Compliance with Safety Program*

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

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

11.01 *Amending and Supplementing Contract Documents*

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

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an


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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

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

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on


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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

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

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under


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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.


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

11.08 *Notification to Surety*

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

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim


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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable


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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 13.01.

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

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

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

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes


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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, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.


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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.

13.03 *Unit Price Work*

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

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

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

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

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

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

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.


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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such 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


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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

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

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.


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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will


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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the 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:


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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or


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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

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

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount


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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 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.


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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of


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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 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,


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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

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

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

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

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.


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

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,


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

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

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

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

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


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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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


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18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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


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# SUPPLEMENTARY CONDITIONS

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

*SC-1.01 Defined Terms*

A. **Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

**Custom Soil Resource Report (CSRR)** — The factual soil surveys contains information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

The CSRR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled as CSRR, such opinions, comments, or statements are not operative parts of the CSRR and do not have contractual standing. Subject to that exception, the CSRR is a Contract Document.

**Operator Qualifications (OQ)** – Each operator of a natural gas system must prepare a written Operator Qualification Plan in accordance with the criteria set forth in Title 49, CFR Part 192, Subpart N. The Greenville Utilities Commission Gas Department (Owner) requires contractors that perform covered tasks on its system that are identified in the Gas Department's Operator Qualification Plan to provide their own Operator Qualification Plan and qualification records of individuals that will perform covered tasks on the Work included under this Contract. The Owner will review the Contractor's OQ plan for compliance with the requirements of §192.805, and review the Contractor's OQ records for compliance with §192.807.

## ARTICLE 2 – PRELIMINARY MATTERS

*SC-NONE*

## ARTICLE 3 – DOCUMENTS; INTENT, REQUIREMENTS, REUSE

*SC-NONE*

## ARTICLE 4 – COMMENCENENT AND PROGRESS OF THE WORK

*SC-4.02 Starting the Work*

A. **Add the following to Paragraphs 4.02 of the General Conditions in its entireties and replace with the following provisions:**

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**SC-4.02 Starting the Work**

**B. Contractor shall start to perform the Work no earlier than September 24, 2026 and shall complete all work by December 23, 2026.**

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

*SC-5.01 Availability of Lands*

A. **Add as Paragraph 5.01.D by inserting the following:**

Owner's rights to install the Ayden-Grifton High School Gas Main Extension are provided through encroachment agreements with jurisdictional authorities. Owner shall furnish the site for the pipeline to the Contractor along with such conditions and requirements for carrying out the Work on the site. The Contractor shall honor all conditions imposed on the Owner for use of site.

*SC-5.03 Subsurface and Physical Conditions*

A. **Delete Paragraphs 5.03 of the General Conditions in its entireties and replace with the following provisions:**

**SC/CSRR-5.03 Subsurface and Physical Conditions**

**A. Custom Soil Resource Report:**

1. The CSRR is incorporated as a Contract Document. The CSRR is to be used in conjunction with other Contract Documents, including the Drawings and Specifications.
2. The CSRR describes certain coil conditions that are anticipated to be encountered by Contractor during construction.
3. The CSRR conditions shall be used to assist in the administration of the Contract's differing site conditions.
4. The CSRR conditions shall not be used to make differing site conditions determinations at locations that have not been evaluated in the CSRR.
5. The behavior of the ground during construction depends substantially upon the Contractor's selected means, methods, techniques, sequences, and procedures of construction.
6. The CSRR shall not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor's means, methods, techniques, sequences, and procedures of construction, or to the Work.

*SC-5.04 Differing Subsurface and Physical Conditions*

A. **Delete Paragraphs 5.04 of the General Conditions in its entireties and replace with the following:**

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**SC/CSRR-5.04 Differing Subsurface or Physical Conditions**

**A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:**

1. differs materially from conditions shown or indicated in the CSRR, to the extent the CSRR is inapplicable; or
2. differs materially from conditions shown or indicated in Contract Documents other than the CSRR, to the extent the CSRR are inapplicable; or
3. to the extent the CSRR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.04 is materially inaccurate; or
4. to the extent the CSRR is inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or
5. to the extent the CSRR is inapplicable, 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 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 SC/CSRR 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption or continuation 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 or continuation 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:

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a. such condition must fall within any one or more of the categories described in Paragraph SC/CSRR 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; 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 SC/CSRR 5.03.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.

*SC-5.06 Hazardous Environmental Conditions*

A. **SC 5.06 Delete Paragraphs 5.06.A and 5.06.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-6.02 Insurance—General Provisions*

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

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

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and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

*SC-6.03 Contractor's Liability Insurance*

A. **SC 6.03Add the following new paragraph immediately after Paragraph 6.03.J:**

**K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

**1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

| | |
|---|---|
| **State:** | **Statutory** |
| **Federal, if applicable (e.g., Longshoreman's):** | **Statutory** |
| **Employer's Liability:** | |
| **Bodily injury, each accident** | **$ 1,000,000** |
| **Bodily injury by disease, each employee** | **$ 1,000,000** |
| **Bodily injury/disease aggregate** | **$ 1,000,000** |

**2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:**

| | |
|---|---|
| **General Aggregate** | **$ 1,000,000** |
| **Products - Completed Operations Aggregate** | **$ 1,000,000** |
| **Personal and Advertising Injury** | **$ 1,000,000** |
| **Each Occurrence (Bodily Injury and Property Damage)** | **$ 1,000,000** |

**3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:**

| | |
|---|---|
| **Bodily Injury:** | |
| **Each person** | **$ 1,000,000** |
| **Each accident** | **$ 1,000,000** |
| **Property Damage:** | |
| **Each accident** | **$ 1,000,000** |
| *[or]* | |
| **Combined Single Limit of** | **$ 1,000,000** |


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**4. Excess or Umbrella Liability:**

| | |
|---|---|
| **Per Occurrence** | **$ 4,000,000** |
| **General Aggregate** | **$ 4,000,000** |

**5. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:** None

*SC-6.05 Property Insurance*

~~A.~~ Builder's Risk Deductible: *Not applicable.*

B. Builder's Risk—Supplemental Insureds: *Not applicable.*

~~C.~~ Builder's Risk—Supplemental Requirements: *Not applicable.*

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

Paragraph 7.02.B of the General Conditions restricts Contractor to working during "regular hours" Monday through Friday, and no work is permitted on "legal holidays."

A. **SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:**

1. Regular working hours will be 7:00 am to 6:00 pm.
2. Regular working hours for work inside of the NCDOT right-of-way limits will be 9:00 am to 3:30 pm.
3. **Owner's legal holidays are**:

| | | |
|---|---|---|
| a. | New Year's Day | January 1, 2026 |
| b. | Martin Luther King's Birthday | January 19, 2026 |
| c. | Good Friday | April 3, 2026 |
| d. | Memorial Day | May 25, 2026 |
| e. | Juneteenth | June 19, 2026 |
| f. | Independence Day | July 3, 2026 |
| g. | Labor Day | September 7, 2026 |
| h. | Veteran's Day | November 11, 2026 |
| i. | Thanksgiving | November 26 & 27, 2026 |
| j. | Christmas Day | December 24 & 25, 2026 |
| k. | New Year's (2027) | January 1, 2027 |

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B. **SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state** "…all Work at the Site shall be performed during regular working hours, Monday through Friday."

C. **SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

D. **SC-7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:**

**1.** For purposes of administering the foregoing requirement, additional overtime costs are defined as all time in excess of 40 hours per week or time worked on scheduled holidays or weekends that occur as a result of Contractor's request and not the Owner's request.

*SC-7.09 Taxes*

A. **SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:**

B. Owner is exempt from payment of sales and compensating use taxes of the State of North Carolina and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

**ARTICLE 8 – OTHER WORK AT THE SITE**

*SC-8.02 Coordination*

A. Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site. Owner does not intend to have other's work on the Construction site unless they are Owner's crews performing routine maintenance functions.

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

*SC-9.13 Owner's Site Representative*

A. No modifications to this Section of the General Conditions.


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**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

A. **SC-10.03 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,

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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 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.

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.

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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. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. 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.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

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7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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

*SC-13.01 Cost of the Work*

A. Equipment rental charges, particularly with respect to Contractor-owned equipment, can sometimes lead to disagreements. To reduce the possibility of such disagreements, the following Supplementary Condition may be used. Note that it requires a published reference or method for determining the costs.

**SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

c. Construction Equipment and Machinery:

1) Costs of construction equipment and machinery shall be included by the Contractor in the Unit Prices bid for the Work.

*SC-13.03 Unit Price Work*

A. **SC 13.03.E Delete Paragraph 13.03.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 5% percent or more over 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 20% 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

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

*SC-15.03 Substantial Completion*

A. Paragraph 15.03.A of the General Conditions requires Contractor to give notice that the Work is substantially complete; Paragraph 15.03.B requires an inspection of the Work to determine whether Engineer agrees that the Work is substantially complete. If the Work is not substantially complete, and must be inspected again at a later point, then the following Supplementary Condition, if included in the Contract, would allow Owner to recover the cost of the re-inspection.

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

1. If some or all of the Work has been determined 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.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

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

**SC-17.02 Mediation/Binding Arbitration**

*A. Mediation/Binding Arbitration:* In the event of a dispute between the Parties which the Parties are unable to resolve, the Parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the Parties are unable to agree upon a mediator within thirty (30) days after failing to resolve the dispute, either Party may petition a Court of competent jurisdiction for the designation of a qualified mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (½) of the costs and expenses of the mediator. Unless otherwise agreed, the Parties will hold mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation.

*B.* In the event the matter is not resolved in mediation, either Party may request arbitration. The Parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

C. Arbitration shall be conducted in accordance with the American Arbitration Association construction industry rules.

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**Work Change Directive No.**

| | | | |
|---|---|---|---|
| Date of Issuance: | | Effective Date: | |
| Owner: | Greenville Utilities Commission | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | | Engineer's Project No.: | |
| Project: | Old Tar Road Natural Gas Main Extension | Contract Name: | |

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: | By: | By: |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: | Title: | Title: |
| Date: | Date: | Date: |

Approved by Funding Agency (if applicable)

By: Date:

Title:

**Change Order No.** _____

Date of Issuance: Effective Date:

Owner: Greenville Utilities Commission Owner's Contract No.:

Contractor: Contractor's Project No.:

Engineer: Engineer's Project No.:

Project: Old Tar Road Natural Gas Main Extension Contract Name:

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

Description:

Attachments: *[List documents supporting change]*

| **CHANGE IN CONTRACT PRICE** | **CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]* |
|---|---|
| Original Contract Price:<br>$_____ | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>$_____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] of this Change Order:<br>$_____ | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| Contract Price incorporating this Change Order:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title _____ | Title _____ |
| Date: _____ | Date _____ | Date _____ |

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

**Field Order No.** _____

| | | | |
|---|---|---|---|
| Date of Issuance: | | Effective Date: | |
| Owner: | Greenville Utilities Commission | Owner's Contract No.: | |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | | Engineer's Project No.: | |
| Project: | Old Tar Road Natural Gas Main Extension | Contract Name: | |

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

# SECTION III

## TERMS AND CONDITIONS FOR THE PURCHASE OF

## APPARATUS, SUPPLIES, MATERIALS, LABOR AND EQUIPMENT

These Terms and Conditions, made and entered into on this the __ day of _____, by and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and _____, a _____ organized and existing under and by virtue of the laws of the State of _____, with one of its principal offices and places of business at _____, hereinafter referred to as "PROVIDER";

### 1.0 TAXES

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

### 2.0 INVOICES

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, NC 27835-1847.

### 3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, supplies or services and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

### 4.0 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

### 5.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

## 6.0 CONDITION AND PACKAGING

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

## 7.0 SAMPLES

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

## 8.0 SPECIFICATIONS

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

## 9.0 INFORMATION AND DESCRIPTIVE LITERATURE

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

## 10.0 AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Procurement Manager.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

## 11.0 MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

## 12.0 GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Procurement Manager, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

## 13.0 INSURANCE

**13.1 Coverage** – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

**13.1.1 Workers' Compensation** – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**13.1.2 General Liability** – Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of $1,000,000 per occurrence.

**13.1.3 Automobile** – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of $1,000,000 per accident.

**13.1.4 Cyber** –The Vendor shall maintain Cyber Liability Insurance with limits of $3,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber Liability Insurance shall not include any exclusion or restriction for unencrypted portable devices or other media. Vendor shall provide evidence of continuation or renewal for a period of two (2) years following termination of the Agreement.

**13.2 Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC's Procurement Manager.

## 14.0 PATENTS AND COPYRIGHTS

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

## 15.0 PATENT AND COPYRIGHT INDEMNITY

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the

Provider's opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider's option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

## 16.0 EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

## 17.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

## 18.0 ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Procurement Manager, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

## 19.0 ACCESS TO PERSON AND RECORDS

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

## 20.0 INSPECTION AT BIDDER'S SITE

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform with the

specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

## 21.0 AVAILABILITY OF FUNDS

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

## 22.0 GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

## 23.0 ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code and General Statues and Laws of the State of North Carolina.

## 24.0 EXECUTION

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

## 25.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Procurement Manager.**

## 26.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

## 27.0 TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

## 28.0 DELIVERY

**Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.**
Time is of the essence with respect to all deliveries under this Agreement.
Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 701 Utility Way, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

## 29.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

## 30.0 FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

## 31.0 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

## 32.0 INTEGRATED CONTRACT

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

## 33.0 CONTRACT PROVISIONS

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

## 34.0 E-VERIFY

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

## 35.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

## 36.0 UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

## 37.0 SAFETY STATEMENTS

**Safety Culture Commitment Statement:**
**At Greenville Utilities, we are committed to a culture of safety that prioritizes the well-being of our employees, contractors, and the communities we serve.**
We believe that everyone deserves to work in a safe environment, and we are dedicated to fostering a culture where **safety is a core value, not just a priority**.
**Here's what that means to us:**

- **Employee and Contractor Safety:** We are committed to providing a safe work environment for all employees and contractors. We will invest in safety training, resources, and equipment to prevent accidents and injuries.
- **Open Communication:** We encourage open and honest communication about safety concerns. We believe everyone has a right and responsibility to speak up about unsafe work practices and potential hazards.

- **Continuous Improvement:** We are committed to continuous improvement in safety performance. We will learn from incidents and near misses, and we will actively seek ways to improve our safety processes and procedures.
- **Accountability:** We hold ourselves and our contractors accountable for safe work practices. This includes providing clear safety expectations, enforcing safety rules, and recognizing safe behavior.
- **Collaboration:** We believe in working collaboratively with employees, contractors, and regulatory agencies to achieve the highest level of safety.

**Our commitment to safety extends beyond our employees. We work closely with our contractors to ensure they share our safety values.** We expect them to implement robust safety programs, train their workers thoroughly, and adhere to all safety regulations.
We are confident that by working together, we can create a culture of safety where everyone goes home safe and healthy every day.
**This commitment statement is a public declaration of our unwavering dedication to safety.** We will continue to strive for zero incidents while promoting a positive safety culture that prioritizes the well-being of everyone involved in our utility operations.

**Safety Management System Commitment Statement:**
At Greenville Utilities, we are unwavering in our commitment to delivering safe and reliable utility service through a robust Safety Management System (SMS). This system forms the foundation of our safety culture, ensuring the well-being of our employees, contractors, and the communities we serve.
**Our SMS commitment emphasizes:**

- **Zero Incidents:** We believe all incidents are preventable. We strive for zero incidents by proactively managing risks and continuously improving our safety practices.
- **Empowered Workforce:** We foster a culture where safety is everyone's responsibility. This includes providing comprehensive safety training for both employees and contractors, empowering them to identify and report hazards.
- **Data-Driven Decisions:** We utilize data from inspections, incident investigations, and performance metrics to make informed decisions for risk mitigation and continuous improvement of our SMS.
- **Leadership Engagement:** Our leadership team actively demonstrates a commitment to safety by participating in safety reviews, audits, and promoting safety as a core value.
- **Contractor Collaboration:** We extend our safety commitment to our contractors. We require contractors working on our system to adhere to SMS principles, participate in safety briefings, and maintain strong safety programs within their own organizations.
- **Transparent Communication:** We believe in open communication about safety. We encourage employees and contractors to report concerns without fear of reprisal. We also maintain transparent communication with stakeholders about SMS performance.

**This SMS commitment is a continuous journey, not a destination.** We are dedicated to regularly reviewing and updating our system to reflect best practices and emerging technologies. Through continuous improvement and a commitment to a positive safety culture, we aim to remain an industry leader in safe and reliable utility service.

## 38.0 INFORMATION TECHNOLOGY

All Contracts are subject to Greenville Utilities Commission Information Technology Contract Provisions. These may be viewed at www.guc.com/doing-business-us.

## 39.0 NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME:

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(CORP. SEAL)

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
Phillip R. Dixon

Title: General Counsel

Date: _____

**TECHNICAL SPECIFICATIONS**

**FOR**

**Old Tar Rd Natural Gas Main Extension**

GREENVILLE UTILITIES COMMISSION

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**GREENVILLE UTILITIES COMMISSION**
**NATURAL GAS DEPARTMENT**

# SPECIFICATIONS FOR OLD TAR RD NATURAL GAS MAIN EXTENSION

## 1 SECTION 1 - GENERAL

### 1.1 Scope of work

The work included under this Contract shall include supplying all necessary materials not supplied by the Greenville Utilities Commission (GUC), labor and equipment to install natural gas distribution mains and all necessary appurtenances within the GUC's natural gas distribution system as specified herein and detailed on the Plans and/or as designated by the ENGINEER.

Natural gas main installations will include eight (8) inch main. The piping will be medium-density polyethylene. The work involved will include installation of mains to be operated at 60 psig. All mains will be tested to at least 90 psig and no greater than 100 psig.

This Contract shall require the CONTRACTOR to work on live gas mains.

The types of work required under this Contract shall include: direct burial, directional drilling, and jack and bore installation of polyethylene natural gas mains.

The GUC reserves the right to add to or delete from the work once the CONTRACTOR has mobilized. This work must be performed in the order directed by the ENGINEER. The GUC also reserves the right to extend the term of the Contract to allow for completion of any additional work added to this Contract.

Award of this Contract shall in no way restrict the GUC from using its own construction crews or from hiring additional CONTRACTORs to perform the same or similar type work.

### 1.2 Compliance

The CONTRACTOR shall comply with all provisions of the GUC's *Natural Gas Operations and Maintenance Plan*, dated October 16, 2025 and CFR Title 49, Part 192.

### 1.3 Bidder Qualifications

All bidders must be pre-qualified by the GUC prior to submission of the Bid Proposal. Contact the ENGINEER for qualification information.

## 1.4 Operator Qualification (OQ)

CONTRACTORs are required to provide a current copy of the Company's Operator Qualification (OQ) Plan for natural gas distribution work prior to award of the Contract. Copies of all employee OQ qualifications shall be provided to the ENGINEER prior to beginning the work. The OQ written plan and employee records shall be in accordance with Title 49 of the Code of Federal Regulations, Chapter I, Part 192 (49 CFR 192), Subtitle N, "Qualification of Pipeline Personnel."

The CONTRACTOR shall furnish the GUC with records of continuous employee qualification for all employees with each monthly progress payment application. Qualification documentation shall be provided for all new employees prior to performing work on the GUC's natural gas system.

The GUC may, at its discretion, accept the provisions of a CONTRACTOR's Plan. CONTRACTORs shall make available, upon request, written records of their employee's qualifications. At a minimum these records shall include:

- Identification of qualified individual(s)
- Identification of covered task(s) each individual is qualified to perform
- Date that current qualification was received
- Method of evaluation used to obtain qualification
- Name of individual or organization for each covered task
- Training program outlines and materials
- List of non-qualified individuals that will be performing tasks on behalf of the GUC while under the direction of a contract qualified individual.

## 1.5 Drug and Alcohol Testing

Any and all employees of the CONTRACTOR who will be involved with natural gas distribution construction and maintenance operations required by this contract shall be required to participate in an anti-drug/drug and alcohol testing program. This program shall be administered in accordance with Title 49 of the Code of Federal Regulations, Chapter I, Part 199 (49 CFR 199), "Drug and Alcohol Testing," and Subtitle A, Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs." The program must have been in force for no less than 12 months and the CONTRACTOR must show proof of enforcement to the Owner.

The CONTRACTOR shall furnish the GUC with documentation of participation in a qualified drug-testing program. Prior to the performance of covered tasks and/or tie-in operations, a negative (no evidence of drug use) test must be documented for all employees who will be involved with these operations.

## 1.6 Inspection

The ENGINEER shall have access to the work at all times. The CONTRACTOR shall provide proper facilities for such access and for inspection. The ENGINEER shall be present for all special testing or approval of the work that is required by the Specifications, the ENGINEER's instructions, laws, ordinances, or any public authority.

The ENGINEER, in order to be present, shall be given sufficient notice prior to any required testing or approval. The CONTRACTOR shall have no claim against the GUC for time or monies when sufficient notice, as described above, is not given to the ENGINEER.

The ENGINEER may require re-examination of any of the work. If required, the CONTRACTOR shall provide all labor and equipment necessary to uncover the work. If the work is determined to be in accordance with the Specifications, the GUC will pay the costs of re-examination and replacement. If the work is not in accordance with the Specifications, the CONTRACTOR shall pay such costs.

Inspector(s) will be stationed at the work site to report to the ENGINEER as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that the materials furnished by either the GUC or the CONTRACTOR or the work performed by the CONTRACTOR fails to meet the requirements of the Plans or Specifications.

If a dispute arises between the Inspector and the CONTRACTOR as to the materials furnished or to the manner of performing the work, the Inspector shall have the authority to reject the questionable materials or suspend the work until the issue can be referred to and a decision can be made by the ENGINEER. Inspectors are not allowed to revoke, alter, enlarge, relax or release any requirements of these Specifications or to issue instructions contrary to the Contract Documents. Inspectors shall in no case act as foremen or perform duties for the CONTRACTOR or interfere with the management of the work by the CONTRACTOR.

The ENGINEER will make a final inspection of the work included in the Contract as soon as possible after notification from the CONTRACTOR that the work is substantially complete and ready for inspection. If any of the work is not acceptable at the time of the inspection, the ENGINEER will advise the CONTRACTOR, in writing, as to the particular item(s) to be completed or corrected before the work can be given final approval and final payment for the work is approved.

## 1.7 Scheduling of work

The CONTRACTOR shall typically have control of the scheduling of the proposed work, however, the GUC reserves the right to require sections of the work to be completed prior to or following other sections of the work.

The CONTRACTOR shall provide a schedule of the work to the ENGINEER, prior to beginning the work. The schedule shall include station-by-station progression, milestones (dates) for the proposed progress, crew introduction and exit information, and other relevant information deemed necessary by the ENGINEER.

## 1.8 Superintendence

The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent, having a minimum of three (3) years experience in the installation of natural gas distribution facilities. The Superintendent shall represent all work performed by all of the CONTRACTOR's crews and shall not function as the foreman for any individual crew when more than one crew is onsite performing work required by the Contract. The Superintendent shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances, as determined by the ENGINEER. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications to or from the Superintendent shall be binding as if given to or received from the CONTRACTOR.

## 1.9 CONTRACTOR Crew Requirements

The CONTRACTOR shall provide a sufficient number of crews to efficiently complete the work required by the Contract within the Contract Period. For the purpose of this Contract, the term crew shall be defined as a collective group of CONTRACTOR personnel consisting of a foreman and other necessary personnel knowledgeable and able to perform a specific task or tasks. The CONTRACTOR shall provide a minimum of one mainline crew for this project. The CONTRACTOR shall provide the ENGINEER with five (5) working days notice prior to introducing new crews to the Project. The GUC reserves the right to limit the number of crews or request additional crews to complete the work associated with this Project.

## 1.10 Implied work

All incidental work required through the Plans and/or the Specifications, or as otherwise directed by the ENGINEER, for which no payment is specifically provided, and any and all work or materials not specified herein which may fairly be implied as included in the Contract and necessary to complete the work, and which the GUC shall judge to be so included, shall be executed and/or furnished by the CONTRACTOR without extra compensation.

### 1.11 Required work Not Covered by a Unit Cost

For any required work that is not covered by a specific unit cost in the Bid Proposal, a price must be submitted to and approved by the ENGINEER prior to performing the work. Any work performed without prior, written approval from the ENGINEER will be performed at the sole expense of the CONTRACTOR.

End of Section 1

# 2 SECTION 2 - GENERAL CONSTRUCTION MATERIALS

The CONTRACTOR shall supply and pay for all labor and materials necessary for the completion of the work specified herein and on the Plans, except as otherwise expressly provided for in the Contract Documents. Unless otherwise specified, all materials shall be new.

## 2.1 Stone - Riprap

Stone for riprap shall be sound, durable, and free from seams, cracks, and other structural defects. Riprap and bedding shall be crushed stone, conforming to the requirements of NCDOT *Standard Specifications for Road and Structures*, latest edition.

## 2.2 Crushed Aggregate Base Course (CABC)

Crushed aggregate used for maintaining traffic, and repairing and constructing private access pavements shall be crushed from stone, slag or gravel and shall contain all of the sizes produced when the original aggregate is reduced through a series of crushers to the maximum size specified. It shall be free of all deleterious substances in accordance with the NCDOT *Standard Specifications for Road and Structures*, latest edition.

## 2.3 Select Fill

Material used for bedding or backfill material purposes shall consist of approved materials; typically clean topsoil or other borrow material capable of achieving necessary compaction required for protection of the pipe and pipe and trench stabilization, as approved by the ENGINEER.

## 2.4 Sand

Sand shall be naturally occurring sand or manufactured stone sand. Natural sand shall consist of grains of hard, sound material, predominantly quartz, occurring in natural deposits. Manufactured sand shall consist of sound crushed particles of minimum NCDOT Grade B stone, essentially free from flat or elongated pieces, with sharp edges and corners removed. All sand shall be clean and free from foreign matter such as loam, dirt, sticks, roots, leaves, silt, vegetable matter and oil or dyestuffs.

## 2.5 Concrete

Concrete shall be Class B (3000 psi minimum) for sidewalks, driveways, and curb and gutters and shall conform to the requirements of NCDOT *Standard Specifications for Road and Structures*, latest edition Sections 825, 846 and 848.

End of Section 2

# 3 SECTION 3 - GENERAL CONSTRUCTION REQUIREMENTS

## 3.1 Standards

The work covered by these Specifications consists of, and includes, the performance of all operations and the furnishing of all labor, equipment, supplies and other facilities and incidental materials, as required, necessary for the construction of natural gas distribution mains and other facilities complete. The work shall be complete, tested, accepted and connected to the existing gas distribution systems.

All work on the natural gas distribution system shall be performed in accordance with: Title 49 of the Code of Federal Regulations, Chapter I, Part 192 (49 CFR 192), "Transportation of Natural and other Gas by Pipeline: Minimum Federal Safety Standards," as amended; the GUC's *Operation and Maintenance Plan*, as amended; and any other applicable standards which are hereby incorporated into these Specifications by reference.

General construction operations applicable to natural gas facilities installation shall be performed in accordance with: Title 29 of the Code of Federal Regulations, Chapter I (29 CFR 1926), *Occupational Safety and Health Standards for the Construction Industry*; and any other applicable standards which are hereby incorporated into these Specifications by reference.

## 3.2 Mobilization

The CONTRACTOR shall furnish all equipment, materials and labor necessary for the performance of construction preparatory operations, including but not limited to: the movement of personnel, material and equipment to and from the project site; the establishment of the CONTRACTOR's offices and storage and equipment areas; the establishment of all markings, signs, traffic detours and controls; and all other facilities necessary to perform the work as specified herein.

### Measurement and Payment

The cost of mobilization will be covered by a specific contract unit price. The Contractor may bill 50% of the amount with the first invoice and 50% on the second invoice. The cost of any and all bonds, licenses, equipment, materials, labor, etc., required for startup or mobilization operations shall be included in the unit price bid.

## 3.3 Demobilization

The CONTRACTOR shall furnish all equipment, materials and labor necessary for the performance of construction preparatory operations, including but not limited to: the movement of personnel, material and equipment to and from the project site; the establishment of the CONTRACTOR's offices and storage and equipment areas; the

establishment of all markings, signs, traffic detours and controls; and all other facilities necessary to perform the work as specified herein.

**Measurement and Payment**

The cost of demobilization as described above is considered incidental work and will not be measured for payment. The cost of any and all bonds, licenses, equipment, materials, labor, etc., required for startup or demobilization operations, shall be included in the unit prices bid for the various pay items of the work.

## 3.4 Equipment, Tools, Labor and Materials

### 3.4.1 Equipment, Tools, Labor and Materials To Be Furnished By OWNER

The GUC shall supply no equipment, tools, or labor necessary for the completion of the work as specified herein.

The GUC shall supply the CONTRACTOR with all pipe, tees, elbows, reducers, valves, valve boxes and tracer wire as listed in the Bill of Materials on the construction drawings. Material furnished by the GUC will be available to the CONTRACTOR at the GUC's storage facilities located at the Warehouse, 701 Utility Way, Greenville, North Carolina. The CONTRACTOR shall requisition materials on the form provided by the GUC and shall account for or return all materials so requisitioned. No separate payment will be made to the CONTRACTOR for time, labor and equipment necessary for the CONTRACTOR to receive and haul materials from the GUC's storage facilities to the work site(s); such costs are to be included in and absorbed by the unit prices bid in the CONTRACTOR's proposal.

### 3.4.2 Equipment, Tools, Labor and Materials To Be Furnished By CONTRACTOR

The CONTRACTOR shall supply and pay for all labor and materials necessary for the completion of the work specified herein. The CONTRACTOR shall supply any and all materials incidental to the installation of the gas pipe not supplied by the GUC as described in 3.4.1 Equipment, Tools, Labor and Materials To Be Furnished by OWNER, including but not limited to: select fill, sand and gravel; concrete; asphalt; testing equipment and fittings; erosion and sediment control materials; and protective rock shields. Unless otherwise specified, all materials shall be new.

The CONTRACTOR shall provide and pay for all equipment, tools and labor necessary for the proper completion of the work specified herein, including but not limited to: excavation and trenching equipment; pipe cutting, welding and fusing equipment and supplies; pipeline testing equipment; traffic control devices; and any and all applicable safety equipment which may be required.

Workmanship, tools, equipment and materials shall be of good quality meeting established industry standards. The CONTRACTOR shall, as required by the

ENGINEER, furnish satisfactory evidence as to the kind and quality of materials that the CONTRACTOR provides.

Only equipment that will not damage the surfacing along any improved roadways shall be used. When crossing improved roadways with equipment that will damage it, wood boards, flat pads or other approved methods shall be used to prevent damage to the roadway. The CONTRACTOR shall repair any and all resulting damage at no cost to the GUC.

The CONTRACTOR shall, as required by the ENGINEER, furnish a complete list of equipment that will be employed on the job from the commencement of the work and until the ENGINEER accepts the job.

## 3.5 Inspection By The Engineer

Prior to installation of the gas distribution facilities, the ENGINEER shall inspect all pipe, fittings, valves, and other appurtenances in accordance with all provisions specified herein as well as all applicable manufacturers' standards and specifications. The CONTRACTOR shall remove from the work all materials which do not meet the provisions specified herein, as well as any and all manufacturer's standards and specifications, and replace such with acceptable materials.

The CONTRACTOR shall produce evidence, as required by the ENGINEER, that any and all items of the work have been installed in accordance with the project Plans and Specifications. The ENGINEER will conduct field inspections and witness field tests as specified herein.

## 3.6 Submittals

All submittals shall be identified as required by the ENGINEER, and shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and any and all other data which may be required by the ENGINEER to show that the materials and equipment the CONTRACTOR proposes to provide and use are in accordance with required Specifications.

### 3.6.1 As-Built Documents

The GUC and its inspector(s) will collect as-built information for this project. The CONTRACTOR shall allow the GUC access to the work during the installations and prior to backfill operations such that the necessary data collection can be completed.

No claims for time extensions or monetary considerations will be allowed by the GUC for the work required by the as-built data collection.

## 3.7 Right-of-Way and Easements

The CONTRACTOR shall confine construction operations to the immediate vicinity of the project location as shown on the Plans and in no case shall the CONTRACTOR encroach beyond the limits of the City of Greenville or of the NCDOT rights-of-way. The CONTRACTOR shall further use due care in placing construction tools, equipment, excavated materials, and pipeline facility materials and supplies so as to cause the least possible damage to property and the least interference with traffic. The placing of such tools, equipment, and materials shall be subject to the approval of the ENGINEER. Any damage resulting from the placement of equipment and materials or construction operation occurring outside of the City of Greenville or NCDOT rights-of-way or designated work areas shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall make satisfactory settlement for any damage directly with the property owner involved.

The CONTRACTOR shall conduct the construction in such a manner to cause the least inconvenience to the citizens of the area, thereby maintaining good public relations. The CONTRACTOR shall not unnecessarily interfere with the use of any public or private improvements, including landscaping; nor unnecessarily damage such improvements. The CONTRACTOR shall repair any damage to such improvements to pre-construction condition, or as otherwise directed by the ENGINEER.

### 3.7.1 Protection of Existing Property Irons and Monuments

The CONTRACTOR shall use care in protecting existing property irons and monuments adjacent to his working area. If a property iron or monument must be removed to install new facilities, the CONTRACTOR shall be responsible for locating the iron or monument in such a manner that a surveyor, registered by the North Carolina Board of Examiners for Professional Engineers and Surveyors, can accurately replace the iron or monument after construction of the new facilities. If a property iron or monument is destroyed because of neglect on the part of the CONTRACTOR, a surveyor registered by the North Carolina Board of Examiners for Professional Engineers and Surveyors shall immediately replace it at the CONTRACTOR's expense.

## 3.8 Cooperation Among CONTRACTORs

The CONTRACTOR shall not hinder the work being performed by other contractors within the limits of or adjacent to this Project. The CONTRACTOR shall cooperate with other contractors, utilities or entities working in the Project area or adjacent to the Project area. The ENGINEER shall provide assistance, when necessary, to assure that the Project is completed in a manner which is in the best interest of the GUC.

When contracts are awarded to or contracts are active by separate contractors for concurrent construction in or adjacent to the work area, the CONTRACTOR shall update

the Project Schedule and submit this schedule to the ENGINEER for review. For separate contracts awarded by other entities, the ENGINEER shall review and compare the contractor schedules with the appropriate department(s). If necessary, revisions to the schedule will be provided to the CONTRACTOR. The CONTRACTOR shall be allowed to requests modifications to the revised schedule which will not conflict with or hinder the work scheduled to be performed by others.

The CONTRACTOR shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and save harmless the GUC from any and all damages and claims that may arise because of any inconvenience, delay, or loss he experiences as a result of the presence and operations of other contractors working in or near the work. The CONTRACTOR shall also assume all responsibility for any of the work not completed due to the presence or operation of other contractors.

Except for an extension of the Contract Length, the GUC will not be responsible for any inconvenience, delay, or loss experienced by the CONTRACTOR as a result of his failure to gain access to the work at the time contemplated. When the failure to gain access is not due to any fault or negligence of the CONTRACTOR, an extension of the Contract Length may be allowed on the basis of the amount of time delayed.

The GUC will not assume any responsibility for acts, failures, or omissions that delay the work, except as provided herein.

If the CONTRACTOR or any of their subcontractors or employees cause loss or damage to any other contractor, and if such other contractor makes a claim against the GUC, its employees or agents, due to any loss so sustained the GUC shall notify the CONTRACTOR, who shall defend, indemnify and save harmless the GUC, its employees and agents against any such claim, expense or judgment arising there from.

Upon the written request of the CONTRACTOR, the ENGINEER may relieve the CONTRACTOR of the requirement of maintaining and protecting certain portions of the work which have been completed in all respects in accordance with the requirements of the Specifications and other Contract Documents and to the satisfaction of the ENGINEER and of which the GUC has taken occupancy or use of, and thereafter except with the ENGINEER’s consent, the CONTRACTOR will not be required to do further work thereon. In addition, such action by the ENGINEER will relieve the CONTRACTOR of responsibility for injury or damage to said completed portions of the work resulting from work performed by other contractors, utilities or entities. However, nothing in this section will be construed as relieving the CONTRACTOR of full responsibility for repairing, removing and replacing defective work or materials found at any time before the completion and acceptance of all work by the ENGINEER or within the Guarantee Period for the work.

## 3.9 Maintenance of Traffic

The CONTRACTOR shall be required to provide maintenance of traffic within the construction area for the duration of the construction period, including during any temporary suspension of work. Maintenance of traffic shall be performed conforming to the current edition of the "Manual on Uniform Traffic Control Devices" (MUTCD).

When requested by the ENGINEER, the CONTRACTOR shall provide a detailed Traffic Maintenance Plan for portions of the work prior to beginning work to be performed under this Contract. The submitted traffic plan shall be reviewed by the ENGINEER for completeness and compliance with the requirements of the City of Greenville and NCDOT. If revisions are required for the plan(s), the CONTRACTOR shall be provided with the revised plan or be required to submit a revised plan. The CONTRACTOR must have an approved traffic maintenance plan prior to commencing the work for the section(s) covered by the plan.

Where it becomes necessary to close roadways or sections of roadways, the amount of roadway closure shall be generally limited to the immediate work area and shall be in accordance with the above manual and specifications. In the event that an entire roadway or section of roadway is required to be closed, the CONTRACTOR will be required to notify and receive authorization from the ENGINEER prior to closing the road and upon reopening the road.

All materials, equipment and labor used for traffic control measures shall meet the requirements of the NCDOT. Traffic control measures shall be made available to the ENGINEER for inspection prior to commencement of the work.

**Measurement and Payment**

Maintenance of traffic will be considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for maintenance of traffic, as specified herein, shall be included in the unit prices bid for the various pay items of the work.

### 3.9.1 Traffic Cones, Barrels, Barricades and Signs

The CONTRACTOR shall furnish, install and maintain sufficient traffic cones, barrels, barricades and signs to perform the work in accordance with the NCDOT requirements for traffic control. The traffic cones, barrels, barricades and signs shall be in accordance with the specifications provided for in the "Manual on Uniform Traffic Control Devices".

### 3.9.2 Flagging Operations

The CONTRACTOR shall furnish sufficient personnel and equipment to perform flagging operations as required by the work. The personnel shall be certified by the NCDOT to perform flagging operation. The equipment shall meet the guidelines and specifications of NCDOT and the MUTCD.

### 3.9.3 Maintenance of Ingress and Egress

The CONTRACTOR shall strive to maintain, at all times during the execution of the work, continuous ingress and egress to all affected properties and traveled ways. When ingress and egress to affected parcels must be blocked, due to the direct execution of the work, twenty-four (24) hours advance notice must be given to the affected property owner by the CONTRACTOR. In no case shall the blocking of ingress and egress be allowed for more than twenty-four (24) hours consecutively.

## 3.10 Pavement Removal and Disposal

The CONTRACTOR shall not cut any NCDOT maintained pavement unless a permit for cutting pavement at the specific location has been obtained from the North Carolina Department of Transportation. The CONTRACTOR shall be responsible for working with the ENGINEER to obtain the necessary permit.

Removal of pavement includes cutting of the pavement, breaking of the pavement surface and excavating the pavement using conventional trenching, hand and pneumatic equipment. Pavement removal includes removal of all layers of bituminous asphalt and concrete pavement necessary to properly install the pipe and/or appurtenances. Removal of pavement shall be limited to twenty-four (24) inches of width for mainline installations. The removal of pavement for test holes shall be in accordance with 3.14.2 Test Hole Excavations.

Maximum cutting dimensions for trenches and test holes shall be in accordance with 3.17 Pavement and Concrete Replacement. Cutting in excess of these dimensions, unless approved by the ENGINEER, shall not be measured for payment. Pavement cutting shall be required in all direct burial applications, as indicated on the construction Plans, as required by permit, or as directed by the ENGINEER.

Where pavement is cut and replaced, the CONTRACTOR shall cut the edges to a straight and even line before repairing the pavement. Non-uniform edges will not be permitted or accepted.

All pavements removed as part of the work shall be removed from the jobsite and disposed of in accordance with the requirements of Federal, State, County, City of Greenville, and all applicable environmental regulations.

**Measurement and Payment**

Removal and disposal of pavement along mainline trenches, as described above, will be measured for payment in units of square feet through the removed pavement section. Unit bid price shall also include cutbacks of surface pavement grades, and stepping of sub and base pavement grades.

Removal and disposal of pavement for excavation of test holes within previously unexcavated and restored asphalt sections, as described above, will be measured for payment in units of square feet of the removed pavement section. Unit bid price shall also include cutbacks of surface pavement grades and stepping of sub and base pavement grades.

The cost of removal and disposal of test hole pavement within the limits of previously excavated and restored trench lines for this project shall be considered incidental and shall not be measured for payment a second time. The cost of any and all equipment and labor required for removal and disposal of asphalt for test holes, as specified herein, shall be included in the various pay items of the work.

The CONTRACTOR should be aware that the thickness and materials of the surface and subgrades may vary.

Payment for removal and disposal of pavement will be made at the unit price bid. The bid price shall include the cost of any and all equipment and labor required for removal and disposal of bituminous and concrete pavement. Pavement removed and disposed of in excess of what is allowable and reasonable for installation of main and appurtenances shall be performed at the expense of the CONTRACTOR and will not be measured for payment.

### 3.10.1 Sidewalk, Driveway, and Curb and Gutter Removal and Disposal

The CONTRACTOR shall not cut or remove any NCDOT maintained sidewalk or curb and gutter sections unless a permit for cutting/removal of the sections at the specific location has been obtained from the North Carolina Department of Transportation. The CONTRACTOR shall be responsible for working with the ENGINEER to obtain the necessary permit.

Removal of concrete sidewalks, driveways, and concrete curbing and gutters includes the cutting of or the breaking of the concrete structure using conventional excavating, hand and pneumatic equipment. Removal of concrete sidewalks, driveways, and concrete curbing and gutters shall correspond to existing jointing. Removal of partial sidewalk sections shall not be permitted.

Cutting of the concrete sections shall be performed using appropriate saw(s) and shall be in a neat and workmanlike manner. The CONTRACTOR shall only remove sections necessary for the proper installation of the natural gas mains or sections damaged as a result of the construction activity.

All sidewalk, driveway or curbing and gutter sections removed as part of the work shall be removed from the jobsite and disposed of in accordance with the requirements of Federal, State, County, City of Greenville, and all applicable environmental regulations.

**Measurement and Payment**

Removal and disposal of concrete sidewalk and driveway as described above is considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for removal and disposal of concrete sidewalk and driveway, as specified herein, shall be included in the unit prices bid for the various pay items of the work.

## 3.11 Erosion & Sediment Control

The CONTRACTOR shall be required to provide a means of protecting and minimizing the effects of erosion and sediment displacement to the construction area and all immediate surrounding areas that may be affected by the construction activity.

Erosion and sediment control measures, including but not limited to: temporary stone construction entrances; silt fences; stone check dams, storm drain inlet protectors; stone for erosion control; soil stabilization mats; topsoil; temporary seeding; and permanent seeding shall be installed and maintained as indicated on the Plans, or as otherwise directed by the ENGINEER, in accordance with the *North Carolina Erosion and Sediment Control Planning and Design Manual,* the *North Carolina Erosion and Sediment Control Field Manual*, latest editions.

**Measurement and Payment:**

Erosion control measures are expected to be installed along the entire length of the project and will be covered by a specific contract unit price. The cost of any and all equipment, materials, and labor required for erosion and sediment control, as specified herein, shall be included in the unit price bid.

## 3.12 Pipe and Materials Handling

The CONTRACTOR shall load, unload, haul, receive, sign for, store, and otherwise be responsible for all materials. All materials shall be handled and placed in a manner that prevents damage and does not interfere with public and private travel.

All pipes shall be lifted, rolled, or otherwise handled either manually or by mechanical means so as to not damage the pipe or coating. All damaged pipe or coating shall be repaired and acceptance of it shall be contingent upon approval by the ENGINEER.

Polyethylene pipe shall be protected from fire, excessive heat, harmful chemicals, and long-term exposure to direct sunlight. The CONTRACTOR shall exercise due care during handling to prevent gouges, scratches, cuts, kinks, flattening, or punctures in the pipe. All defects or damage which could impair the serviceability of the polyethylene pipe, in the opinion of the ENGINEER, including cuts, gouges or scratches which are deeper than ten (10) percent of the wall thickness of the pipe or pipe that has a non-conforming shape shall be removed from the pipe joint or the piping system. When loading, unloading, moving and placing polyethylene pipe, the CONTRACTOR shall avoid dropping or dragging the pipe. Chains shall not be used for handling polyethylene pipe.

Polyethylene pipe shall be stored in the shade to minimize expansion of the pipe and adverse effects of ultraviolet light to the pipe.

The height of polyethylene pipe stacks shall not exceed four (4) feet. Pipe shall not be stored overnight on the job site unless it is stored in an area protected from vandals. Pipe and other materials shall not be placed directly on the ground but rather on wooden pallets or a similar clean, flat surface.

Fusion operations on polyethylene pipe shall be performed adjacent to the trench and the pipe lifted and lowered into the trench. Where absolutely necessary to fuse polyethylene pipe at another location than adjacent to the trench, as allowed and confirmed by the ENGINEER, the pipe shall be lifted and carried to the trench. Under no circumstances shall any length or portion of the polyethylene pipe be dragged, slid, pushed or pulled, on any surface to the trench.

In all cases, materials shall be handled and stored in a manner suitable to the ENGINEER; which will facilitate inspection.

## 3.13 Bending of Pipe

### 3.13.1 Polyethylene Pipe

Pipe bends shall be used, as required, in place of fabricated fittings to change the horizontal and/or vertical alignment of polyethylene pipe.

The bending radius for polyethylene pipe shall not be less than the minimum recommended by the manufacturer for the kind, type, grade, wall thickness, and diameter of the particular polyethylene used as listed in Table 3.12.1.

**TABLE 3.12.1**
**MINIMUM BENDING RADIUS OF POLYETHYLENE PIPE**

| NOMINAL PIPE SIZE | OUTSIDE DIAMETER (D) (INCHES) | RADIUS OF CURVATURE R = D(25) |
|---|---|---|
| 2” | 2.375 | 5’-0” |
| 4” | 4.500 | 9’-5” |
| 6” | 6.625 | 13’-10” |
| 8” | 8.625 | 18’-0” |

A manufactured elbow shall be used if a change in direction cannot be accomplished in accordance with Table 3.12.1. Care shall be taken to prevent kinking in the polyethylene pipe. If the polyethylene pipe becomes kinked, the kinked section shall be cut out and replaced.

All fittings including butt fused, saddle fused and/or electrofused valves, elbows, tees, and couplings shall be installed such that they are located on a straight section of pipe, a minimum of three (3) feet from any field bend.

**Measurement and Payment**

Pipe bending operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for pipe bending operations shall be included in the unit prices bid for the various pay items of the work.

## 3.14 Pipe Installation

### 3.14.1 Location of Other Utilities

The location of existing utilities shown on the drawings was taken in part from records and in part from field surveys, and may not be complete or represent the exact location of the existing utilities. The GUC assumes no responsibility for the existence and/or location of any other utilities in the work area. It shall be the responsibility of the CONTRACTOR, to investigate and verify the existence and location of all utilities within the vicinity of the work.

The CONTRACTOR shall comply with all the provisions of the North Carolina Underground Utility Damage Prevention Act (Section 1, Chapter 87, North Carolina General Statutes, 1985, as amended) and hold the GUC harmless against any loss, damages or claims of any nature whatsoever arising out of the CONTRACTOR’s failure to comply with the requirements of the aforesaid act.

At least seventy-two (72) hours prior to starting the work the CONTRACTOR shall verify the existence and location of all underground utilities, structures and associated appurtenances. The CONTRACTOR shall notify the NC-811 Call-Center (811 or 1-800-632-4949) to all participating underground utilities. The CONTRACTOR shall be responsible for identifying all utilities in the work area that are not participating members of the one-call system. These utility operators shall be provided with a minimum seventy-two (72) hours notice to have their facilities located prior to starting the work.

After 72 hours, the CONTRACTOR may commence excavation only if NC-811 is contacted to confirm that all utilities have either marked their underground line locations or reported that no lines are present within the vicinity of the excavation or demolition site. Prior to commencing any excavation, the CONTRACTOR must inspect the site for clear evidence of unmarked facilities.

After the markings have been made, the CONTRACTOR is required to maintain a minimum clearance of two feet between a marked underground utility line and cutting edge of any power-operated excavating equipment. Care should be taken or excavation should be performed with hand tools if the excavation is within two feet of any marking.

If during the course of the excavation, a utility line has been exposed, before backfilling, the CONTRACTOR must inspect these facilities to ascertain if the facilities have been damaged. If damage of any kind is discovered or suspected, it is the CONTRACTOR's responsibility to notify the utility owner immediately.

The excavation of test holes may, upon the approval and/or direction of the ENGINEER, be required to ascertain the existence, location, size, type, and alignment of existing utilities or underground structures. The dimensions of these test holes shall be the minimum required to effectively locate the utilities and underground structures.

In the event that any gas lines, water lines, sewer lines, electric lines, cables, conduit, and/or any other existing utility, either underground or above ground, is damaged by the CONTRACTOR during the prosecution of the work, the owner of the damaged utility shall be notified immediately. Any fine, penalty or costs associated with the repair of the damaged utility are the sole responsibility of the CONTRACTOR.

The work shall be coordinated and performed in a manner so that all existing fire hydrants, without exception, shall be accessible at any time during the work.

The CONTRACTOR shall maintain the existing streams, ditches, drainage structures, culverts and flows at all times during the work. The CONTRACTOR shall pay for all

personal injury and property damage that may occur as a result of failing to facilitate drainage.

The CONTRACTOR shall maintain sewage flow at all times by pumping and/or diversion, or other means acceptable to the ENGINEER. At no time shall the CONTRACTOR allow raw sewage to flow out of the sewer system to adjacent land or waterways. At no time shall the CONTRACTOR cause sewage to surcharge the sewage system such that sewage backs up into any service connection. In the event such backup occurs, the CONTRACTOR shall correct and pay for all damage caused.

**Measurement and Payment**

Utility locating operations is considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for utility locating operations shall be included in the unit prices bid for the various pay items of the work.

### 3.14.2 Test Hole Excavations

The excavation of test holes shall be utilized as a means to ascertain the existence, location, size, type, and vertical alignment of existing utilities or underground structures. Failure to take such precautions may result in the CONTRACTOR adjusting the work or having the existing utility relocated, at the CONTRACTORs expense. Unless otherwise approved by the ENGINEER, the dimensions of these test holes shall be a maximum of twelve-inches by twelve-inches (12”x12”). The CONTRACTOR shall excavate test holes to evaluate the locations of known utilities that will be crossed when boring or directional drilling installation methods are used.

Excavation of test holes shall include cutting, breaking and removal of the pavement surface and excavation of subsurface materials necessary to properly inspect the buried utilities or drainage structures. Excavation of subsurface materials shall be performed using conventional hand, vacuum and/or compressed air methods. Backhoes and other large equipment will not be permitted for the removal of pavement or excavation due to the dimensional limits of the test holes. All excavations and removals shall correspond to the limits as stated above.

All pavement and subsurface materials excavated as part of the work shall be removed from the jobsite and disposed of in accordance with the requirements of Federal, State, County, GUC, and all applicable environmental regulations.

Restoration of surfacing for test holes shall be in accordance with 3.17 Pavement and Concrete Replacement.

**Measurement and Payment**

The excavation and restoration of test holes, including asphalt and concrete restorations, are considered incidental and will not be measured for payment. The cost of any and all equipment and labor required for excavation and restoration of the test holes shall be included in the unit prices bid for the various pay items of the work.

### 3.14.3 Required Clearance

All gas mains shall be installed such that a minimum of twelve (12) inches, or as otherwise specified by the ENGINEER or detailed on the Plans, horizontal and vertical clearance is maintained from all other existing underground utilities and/or structures, thereby permitting proper routine maintenance and protection against damage which may result from proximity to the utilities and/or structures.

### 3.14.4 Alignment

All gas mains shall be installed true to the horizontal and vertical alignment indicated on the Plans and Contract Documents, or as otherwise directed by the ENGINEER. The CONTRACTOR shall make no deviations to the proposed horizontal and/or vertical alignment of the gas mains unless otherwise directed to do so by the ENGINEER.

In such cases where the proposed horizontal and/or vertical pipeline alignment will cause conflict with other utilities and/or structures, or result in less than the specified minimum clearance or cover, the ENGINEER shall be notified and the pipeline relocated as per his direction. Any and all costs associated with such changes will be paid for at the unit prices bid for the required equipment, incidental material and labor. No additional payments will be made for such work.

### 3.14.5 Required Cover

Typically, all gas mains shall be installed with a minimum cover of thirty-six (36) inches and a maximum cover of forty-eight (48) inches between the top of the main and the finished grade. The depth shall be continuous along the length of the mains.

The CONTRACTOR may, upon the approval of or at the direction of the ENGINEER, install the pipe with greater cover than the specified maximum, based on subsurface utility(s) locations and other field conditions.

### 3.14.6 Direct Burial

The CONTRACTOR shall, unless otherwise indicated on the Plans, specified herein or as directed by the ENGINEER, install all gas mains and associated facilities by direct burial.

Direct burial of the gas mains and associated facilities shall include, but not be limited to: clearing and grubbing, trench excavation (trenching), rock excavation (as required), trench stabilization (as required), lowering and laying pipe, and backfilling, as described herein.

**Measurement and Payment**

Direct burial installation of gas mains will be measured for payment based upon the linear footage of pipe installed. Pipe will be measured horizontally and through in-line fittings, valves and specials.

Direct buried pipe in-place will be paid for at the unit price bid. The bid price shall include the cost of any and all incidental materials, equipment and labor required for pipe laying operations, including: trench excavation; temporary trench stabilization; installation of the pipe, elbows, tees, reducers, transition fittings, sleeves, couplings, end caps, plugs, locating devices; pipe bedding; select fill; backfill; testing; purging; temporary pavement patches; seeding and mulching; and cleanup.

Payment for installed pipe may be requested only after backfilling and testing operations have been completed and cleanup is in progress.

#### 3.14.6.1 Clearing, Grubbing and Tree Removal

The CONTRACTOR shall clear all brush and timbers located along the alignment of the proposed pipeline, and properly dispose of such, off-site, in a prompt manner prior to commencing trenching operations.

In all cases where cultivated shrubbery, trees or otherwise valuable timber exists along the proposed pipeline route or right-of-way, the ENGINEER shall reserve the right to require the CONTRACTOR to adjust the alignment of the pipe or use an approved alternative method of installation which will not damage said shrubbery, trees or timber.

**Measurement and Payment**

Clearing, grubbing and tree removal operations which can be reasonably and effectively accomplished with a bush hog or standard trenching equipment are considered incidental work and will not be measured for payment. The

cost of any and all equipment and labor required for such clearing, grubbing and tree removal, as specified herein, shall be included in the unit prices bid for the various pay items of the work.

Since the GUC does not anticipate any clearing operations which will required the removal of larger timber, the clearing and removal of large trees, stumps, etc., which may not be accomplished using a bush hog or standard equipment will be considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for such clearing, as specified herein, shall be included in the unit prices bid for the various pay items of the work.

### 3.14.6.2 Trenching

Trenching shall include all excavation necessary to prepare the ditch for the pipe to be installed regardless of what means or methods are necessary to produce such ditch. All trench excavation operations shall be performed in accordance with 29 CFR 1926, Subpart P - Excavations.

Prior to trenching, the CONTRACTOR shall verify the existence, location, elevation and orientation of all underground and aboveground facilities within the vicinity of the work, in accordance with 3.14.1 Location of Other Utilities. The CONTRACTOR shall exercise care in the vicinity of any and all such obstructions.

The trench shall be excavated to a depth that will provide the minimum required cover, as specified in 3.14.5 Required Cover.

The width of the trench shall conform to the dimensions as detailed on the Plans and shall be wide enough to permit backfill to be tamped around the pipe(s) so that voids between pipe and backfill do not occur. Special care must be exercised to be certain there are no longitudinal voids beneath the pipeline.

The trench shall be excavated in a manner that offers smooth, firm and continuous support along the entire length of the pipeline. All sharp objects and debris shall be removed from the trench or the pipe shall be bedded with sand or clean fill to protect the pipe. A minimum of six (6) inches of pipe bedding shall be required in such locations. Where pipe bedding is required, the trench shall be over-excavated to a depth that will provide the minimum required cover, as specified in 3.14.5 Required Cover.

Whenever wet or otherwise unsuitable material, which is incapable of properly supporting the pipe, as determined by the ENGINEER, is

encountered in the trench bottom, such material shall be over-excavated as directed by the ENGINEER to a depth necessary to allow for construction of stable pipe bedding. The over-excavated portion of the trench shall then be backfilled with select fill to proper grade to provide the minimum required cover, as specified in 3.14.5 Required Cover.

Unless determined unacceptable by the ENGINEER for backfilling operations, the CONTRACTOR shall store all excavated materials adjacent to the excavated trench for use in the backfilling operations.

No more than five hundred (500) continuous feet of trench may be open on any single project at any one time without approval from the ENGINEER.

**Measurement and Payment**

Trench excavation is considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for trench excavation, as specified herein, shall be included in the unit price bid for direct burial installation of the appropriate size/type pipe.

Select fill material required for adequate pipe support and where wet or otherwise unsuitable material is encountered will be measured for payment in cubic yards of material placed. Payment will not be based on delivered volumes or delivery tickets, unless specifically authorized by the ENGINEER. The ENGINEER shall verify the amount of select fill prior to payment. Select fill material placement will be paid for at the unit price bid and shall include the cost of any and all equipment, material and labor required for select fill placement as described above.

Where the CONTRACTOR is directed by the ENGINEER, the CONTRACTOR will provide extra depth trench excavation for direct burial of pipe.

#### 3.14.6.2.1 Blasting

Blasting will not be permitted for this project.

### 3.14.6.3 Trench Stabilization

Where the depth of the trench and/or the type and condition of the soil requires stabilization, the CONTRACTOR shall provide a method of trench stabilization as directed and approved by the ENGINEER.

All materials and installation methods required for shoring, sheeting, bracing and any other required means of trench stabilization shall conform to any and all requirements of 29 CFR 1926 and applicable appendices.

Trench stabilization system members shall be securely connected together and installed in a manner that prevents sliding, falling, kickouts or other predictable failures of the trench sides. Support systems shall be installed and removed in a manner that protects employees from all forms of trench failure or from being struck by members of the support system.

Cross braces installed above the pipe to support the sheeting shall be removed only after pipe embedment has been completed.

Where trench sheeting is required to be left in place, as directed by the ENGINEER, such sheeting shall be cut-off at a minimum of three (3) feet below finished grade and the cut-off portion removed from the trench. Sheeting left in place shall not be braced against the pipe, but shall be supported in a manner that will eliminate concentrated loads and horizontal thrusts on the pipe.

**Measurement and Payment**

Trench stabilization measures are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for the installation and maintenance of any required temporary trench stabilization measures shall be included in the unit price bid for extra depth trench excavation.

### 3.14.6.4 Lowering and Laying Pipe

Belt slings and/or padded calipers, which are sized to the particular pipe being laid, shall be used to handle the pipe provided such slings or calipers are free of all characteristics which might damage the pipe.

Inspection of the trench shall be made by the CONTRACTOR prior to lowering the pipe to ensure that no rocks or other sharp objects that may damage the pipe are located within the trench.

When polyethylene pipe is laid in the trench, sufficient slack in the placed pipe should be provided to allow for the contraction of the placed pipe.

When piping is lowered into the trench, care shall be exercised to avoid over stressing or buckling the piping or imposing excessive stress on the joints.

Anchors and supports shall be provided as directed and where required for fastening work into place.

Where the work is suspended, at night or for any other reason, the open ends of the pipe shall be securely plugged or closed to prevent entrance of water and other foreign material.

**Measurement and Payment**

Pipe lowering and laying operations are considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for lowering and laying pipe shall be included in the unit prices bid for the various pay items of the work.

### 3.14.6.5 Backfilling

Backfilling operations shall include the furnishing of all labor, materials and equipment necessary for the backfilling and compaction of all trenches, test holes, and excavations over the entire length of the pipeline, as specified herein.

Trenches shall not be backfilled until the pipe has proper cover, bedding and smooth, firm and continuous support along the entire length of the pipe, as specified in 3.14.6.2 Trenching.

The trench shall be backfilled as soon as possible after the pipe has been properly placed.

Where the trench crosses driveways, roads, streets, or other places used for the travel of vehicles or pedestrians, proper care shall be taken so as not to impede the flow of traffic. All traveled ways, including driveways; walks, streets, or alleys crossed by the trench shall be compacted by mechanical means at +/- 20% of optimum moisture content to 95% of the theoretical maximum density as determined in accordance with the requirements of

VTM-1. Where deemed necessary, the ENGINEER may elect to have density tests performed on the backfilled trench by an independent contractor or consultant at the GUC's expense.

Unsuitable material encountered during trench excavation shall not be used as backfill. Unsuitable material shall be removed to the limits established by the ENGINEER and replaced with select fill, as specified herein.

All backfill material shall be free from all objects that might damage the pipe. Wherever it is deemed necessary by the ENGINEER, hand labor shall be used in starting the backfill. The backfill placed from the bottom of the ditch to the top of the pipe shall be placed in the trench simultaneously on both sides of the pipe for the full width of the trench in layers not to exceed six (6) inches in depth. The backfill material shall be thoroughly compacted under and on each side of the pipe to provide solid backing against the external surface of the pipe and to remove all voids. The trench may be backfilled from one foot above the pipe to the top of the trench with mechanical equipment provided the machine is operated parallel to the trench, and the material is placed in the trench in layers not to exceed six inches for the full width.

The CONTRACTOR shall use materials removed during the excavation operation for the backfilling operation, unless these materials are unsuitable as determined by the ENGINEER.

All trenched construction shall be adequately compacted by means of rolling, tamping with mechanical rammers, or hand tamping such that no future settlement of the trench backfill will occur. If vibratory rollers are used for backfill compaction, vibratory motors shall not be activated until at least three (3) feet of backfill has been placed and compacted around the pipe. Flooding shall not be permitted as a means of backfill consolidation. Backfill compaction achieved by means of driving any type of construction equipment and/or vehicles, other than those specifically designed for trench compaction work, across any part of the trench shall not be permitted. The CONTRACTOR shall place additional fill soil and compact backfill areas where settlement occurs.

**Measurement and Payment**

Backfilling operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for the completion of backfilling operations, shall be included in the unit prices bid for the various pay items of the work.

### 3.14.7 Directional Drilling

The CONTRACTOR may, upon the approval and/or direction of the ENGINEER, choose or otherwise be directed to utilize directional drilling as an alternative method of installing the polyethylene gas mains.

Prior to commencing directional drilling operations, the CONTRACTOR shall be required to provide proof to the ENGINEER that the personnel performing the drilling operations have a minimum of one year of experience performing directional drilling operations of this type.

All directionally drilled gas main shall be installed in accordance with 3.13 Bending of Pipe; 3.14.3 Required Clearance; 3.14.5 Required Cover; and all other applicable requirements specified herein.

The length of each continuous directionally drilled installation shall be limited by the size and type of drilling equipment utilized for the operation, or as otherwise determined by the ENGINEER.

At the discretion of the Engineer, test holes shall be excavated around the pipe to verify its location, depth and structural integrity. The sending and receiving pits for the directional drilling operation shall not be considered as test holes for the inspection of the pipe.

Tracer wire shall be installed along with all directionally drilled polyethylene pipes. Tracer wire installation shall be in accordance with 3.14.11 Pipe Locating Devices.

**Measurement and Payment**

Directionally drilled mains will be measured for payment based upon the linear footage and diameter of pipe installed. Pipe will be measured horizontally and through all in-line fittings.

Directionally drilled pipe in-place will be paid for at the unit price bid for the appropriate diameter polyethylene pipe. The cost of any and all equipment, incidental materials and labor required for directional drilling operations, including: excavating and backfilling sending and receiving pits and inspection test holes; directionally drilling the mains and fittings; testing and purging; and restoration shall be included in the unit price bid.

The cost of any and all equipment, material and labor required for the removal, disposal, and restoration of test hole pavement shall be paid for at the unit prices bid for pavement removal and disposal, and for restoration.

### 3.14.7.1 Equipment

The directional drilling system/equipment used for pipe installation as specified herein shall be subject to the approval of the ENGINEER and shall incorporate the following features:

1. The system shall be remotely steerable permitting control of horizontal and vertical alignment within a window of ± two (2) inches.

2. The system shall provide for electronic monitoring of horizontal and vertical alignment. The locating tool shall be calibrated daily to an accuracy of ± two (2) inches.

3. The system shall be capable of turning 90° in a radius of 160 feet.

4. The system may utilize an inert and environmentally risk free drilling fluid. No toxic or otherwise hazardous chemical additive shall be added to the drilling fluid. A dry boring system is also acceptable.

5. Back reaming bits shall be of a diameter at least two (2) inches larger than the outside diameter of the pipe to be installed.

Drilling equipment shall be fitted with a permanent alarm system capable of detecting an electric current. The system shall have an audible alarm to warn the operator when the drill head nears electrified cables.

### 3.14.8 Procedure

The leading end of the pipe shall be capped prior to insertion through the boring hole or sleeve.

A “weak link” shall consist of a stainless steel breakaway connector, utilizing a single use connector pin system. The “weak link” shall be connected between the leading end of the pipe being pulled and the connection to the directional drill rods.

If the weak link breaks or is otherwise substantially damaged, as determined by the ENGINEER, during installation, the drilling operation shall be abandoned and new undamaged piping reinstalled at the CONTRACTOR’s expense. No payment will be granted for the abandoned section(s) of pipe.

The leading six (6) feet of the installed pipe shall be pulled through the receiving pit and inspected. If any abrasions, gouges or cuts are present which, in the opinion of the ENGINEER, may compromise the integrity of the

pipe, the pipe shall be exposed back to the point where the damage originated. All damaged pipe that is determined by the ENGINEER to be unacceptable shall be removed and replaced at the CONTRACTOR's expense.

All fused joints contained within the polyethylene piping to be installed by directional drilling shall be allowed to cool down in accordance with the manufacturer's recommended fusion procedures prior to commencing the pulling operation.

All directional drilling fluid and/or mud shall be contained and removed at the CONTRACTOR'S expense. Containment methods are incidental to the work and are dependent on the site conditions and will be determined by the ENGINEER.

### 3.14.9 Plowing

When the integrity of the pipe will not be compromised, polyethylene gas pipe may be installed by plowing as an alternative means of installation. Plowing shall not be allowed in rocky soils, congested areas, or any other areas deemed inappropriate by the ENGINEER. The ENGINEER will make all determinations as to where the CONTRACTOR shall be allowed to plow-in pipe.

The CONTRACTOR shall be allowed to plow-in sections of pipe three hundred (300) feet or less in length at a time. At the discretion of the Engineer, the pipe shall be inspected at sufficient intervals, by means of test holes, and at all exit holes to determine the condition of the pipe. Stretched, gouged, scratched, kinked or cut pipe will not be accepted. If damage to the pipe is noted, the earth shall be excavated away from the pipe in both directions until the full extent of the damage is exposed to the satisfaction of the ENGINEER. The damaged pipe shall then be cut out and replaced at no additional cost to the GUC.

Polyethylene pipe shall be allowed to relax for a sufficient length of time, as determined by the ENGINEER, prior to joining sections of plowed-in pipe or making tie-ins to existing mains. Sections of plowed-in pipe to be joined or tied into existing mains shall be sufficiently overlapped in the tie-in hole to allow for shrinkage due to relaxation of the pipe. Fused joints shall be allowed to cool for a minimum of twenty (20) minutes prior to being installed by plowing.

Tracer wire shall be installed along with all plowed in polyethylene pipe. Tracer wire installation shall be in accordance with 3.14.11 Pipe Locating Devices.

**Measurement and Payment**

Installation of polyethylene gas mains by plowing will be measured for payment based upon the linear footage of appropriate diameter pipe being installed.

Plowed-in pipe in-place will be paid for at the unit price bid. The bid price shall include the cost of any and all equipment, incidental materials and labor required for plowing operations, including: excavating and backfilling exit holes and inspection test holes; plowing in the pipe and associated fittings; locating devices, testing, purging, seeding and mulching, and cleanup.

### 3.14.10 Boring

The CONTRACTOR may, upon the approval and/or direction of the ENGINEER, choose or otherwise be directed to bore the gas mains beneath certain traveled ways and/or watercourses.

All boring methods shall be subject to the approval of the ENGINEER, and may include: dry boring, boring and jacking, auguring, pushing, and piercing.

The boring methods and equipment utilized shall be industry proven and accepted, subjected to the approval of the ENGINEER. All employees of the CONTRACTOR utilized in boring operations shall be trained and experienced with the specific boring method and equipment chosen. The CONTRACTOR shall, as required, provide the ENGINEER with documentation of said training and experience.

All boring equipment utilized shall be properly sized to install the carrier pipe without removing any excess spoil. The diameter of the auger used in any boring operation shall not, in any case, be greater than four (4) inches larger than the outside diameter of the casing or carrier pipe to be installed.

Boring operations shall be performed in such a manner that settlement, displacement, distortion, or any other damage to the existing ground surface, utilities and or structures will not occur. Where a utility is damaged or severely displaced, the authority having jurisdiction over the utility or structure shall be contacted immediately. The CONTRACTOR shall be responsible for promptly repairing or having repaired any such damage, to the ENGINEER's and the affected utility owner's satisfaction, at no cost to the GUC.

Boring operations shall, at all times, be conducted in a manner that does not create a hazard or impede the flow of traffic.

Carrier pipe installation shall be performed immediately upon completion of the boring operation. Soil voids that remain around the pipe after installation shall be

properly filled with hydraulic cement grout, as directed by the ENGINEER. The grout shall be placed under pressure in a manner approved by the ENGINEER.

The CONTRACTOR shall, as directed, repair or replace, at his own expense any pipe that is damaged during boring operations.

If the bored carrier pipe strikes an obstruction during the boring operation, the cost of removing the obstruction shall be borne by the CONTRACTOR. If the obstruction cannot be removed, the boring operation shall be: abandoned; the pipe filled with cement grout, plugged and abandoned in place; and the bore re-attempted at a different location, as directed by the ENGINEER. The CONTRACTOR shall be responsible for any and all costs associated with an abandoned bore. No payment will be allowed for the abandoned section(s) of pipe.

When, in the opinion of the ENGINEER, a completed bore results in a deficiency which renders the pipe unusable, including but not limited to: insufficient cover; insufficient clearance with existing underground utilities and/or structures; excessive curvature of the pipe; excessive damage to the pipe and/or coating; or failure to stay within the right-of-way, the bore shall be abandoned; the pipe filled with cement grout, plugged and abandoned in place; and a new bore completed at no additional cost to the GUC.

The lengths of all required bores shall be as shown on the Plans or as otherwise directed by the ENGINEER. The typical allowance of five (5) feet outside of the edge of pavement or travel area outside of the roadway being bored will be provided for installation of pipe by bore methods.

Tracer wire shall be installed along with all polyethylene carrier pipes bored without a casing pipe. Tracer wire installation shall be in accordance with 3.14.11 Pipe Locating Devices.

**Measurement and Payment**

Gas mains installed by boring the pipe in-place will be measured for payment based upon the specific contract unit price.

Boring will be paid for at the unit price bid. The cost of any and all equipment, incidental material and labor required for boring, including: excavating and backfilling sending and receiving pits; boring the main and fittings; testing and purging; and restoration, shall be included in the unit price bid.

Payment shall be made based upon the minimum required length of bore. Bored distances in excess of the minimum required length shall not be paid for as boring,

but shall be paid for at the unit price bid for direct burial of the appropriate size/type pipe.

Payment for pavement replacement shall be in accordance with 3.17 Pavement and Concrete Replacement.

### 3.14.10.1 Casing Pipe Installation

The CONTRACTOR may be required to install the gas mains within a steel casing pipe by boring, as indicated on the Plans or as otherwise directed by the ENGINEER in accordance with 3.14.10 Boring.

The casing pipe shall be a minimum of two (2) nominal pipe sizes larger than the carrier pipe.

The CONTRACTOR may, upon the approval of the ENGINEER, install a larger diameter casing pipe than is specified or otherwise shown on the Plans. If a larger diameter casing pipe is installed, all minimum cover and clearance requirements, as specified herein, shall be met.

The casing pipe shall be installed true to line and grade; sloping to one end with an even bearing throughout its length. The casing pipe installation shall be made so as to allow free and unrestricted movement of the carrier pipe during installation.

Lengths of steel casing pipe shall be joined by welding the joints completely around the circumference of the pipe.

Casing pipe vent(s) shall be installed at the end(s) of the casing pipe as directed by the ENGINEER. The vents shall be painted above grade with a corrosion resistant primer paint as directed by the ENGINEER. The vent opening(s) shall be screened and turned downward. Approved gas warning signs shall be attached to the vent pipe(s) or placed immediately adjacent to the casing vent(s) at each end of the casing pipe.

Both ends of all casing pipe installations shall be sealed. Sealed casing shall have a minimum of one (1) two (2) inch vent welded on the casing before the carrier pipe is inserted.

Casing spacers shall be set within one (1) foot of each end of the casing and placed along the carrier pipe per the manufacture's specifications.

The casing pipe shall be prepared to the extent necessary to remove any sharp edges, projections, or abrasive material which could damage the

polyethylene pipe during and after the insertion. Polyethylene pipe shall be inserted into the casing pipe in such a manner so as to protect the polyethylene pipe from damage. The leading end of the polyethylene pipe shall be capped prior to insertion.

**Measurement and Payment**

Casing pipe installation will be measured for payment based specific contract unit price of casing pipe and carrier pipe installed horizontally between the ends and includes casing vent pipes, carrier pipe spacers, and casing end seals.

Casing pipe installed by bore with carrier pipe inserted will be paid for at the unit price bid. The cost of any and all equipment, incidental materials and labor required for the installation of casing pipe by bore, including: excavation and backfilling of sending and receiving pits, boring the casing pipe; installation of vent pipes, installation of casing/carrier pipe spacers, installation of ends seals, insertion of carrier pipe, testing and purging, and restoration, shall be included in the unit price bid.

The cost of any and all equipment and labor required for the removal, disposal, and restoration of pavement shall be paid for at the unit price bid for pavement removal and disposal and for pavement restoration.

No additional payment will be made for the substitution of a larger diameter casing pipe.

### 3.14.11 Pipe Locating Devices

The CONTRACTOR shall install tracer wire with all uncased polyethylene pipes to facilitate location of the pipe with commercially available electronic pipe locators. Warning tape shall also be installed with all direct buried mains and shall be continuous over the length of the mains. Installation of tracer wire and warning tape shall be as included in Table 3.13.8

**TABLE 3.13.8**
**INSTALLATION OF LOCATING DEVICES**

| Method of Construction | Tracer Wire Location | Warning Tape Location |
|---|---|---|
| Direct Bury | 6” Min./12” Max. Above Pipe | Not Required |
| Directional Drill | Pull Through Bore Hole With Pipe | Not Required |
| Plowing | 6” Min./12” Max. Above Pipe | Not Required |
| Bored | Pull Through Bore Hole With Pipe | Not Required |

The tracer wire shall be installed a maximum of twelve (12) inches above the pipe and a minimum of six (6) inches above the pipe for direct bury and plow-in installations. The locating tape shall be installed approximately six (6) to twelve (12) inches below finished grade.

**Measurement and Payment**

Unless specifically outlined below, all work associated with the installation of pipe locating devices is considered incidental and will not be measured for payment. The cost of any and all equipment, incidental material and labor required for the installation of pipe locating devices shall be included in the unit prices bid for the various pay items.

### 3.14.11.1 Electrically Conductive Tracer Wire

The CONTRACTOR shall be required to install an electrically conductive tracer wire (tracer wire) as a means of facilitating the location of buried or inserted polyethylene pipe. The tracer wire insulation color shall be yellow for gas.

When polyethylene pipe is installed by boring without a casing pipe, the tracer wire or locating tape shall be attached to the bull-nose in order to facilitate installation.

The tracer wire shall be pulled into each locating station with sufficient slack to extend a minimum of twenty-four (24) inches above finished grade. The tracer wire shall not be cut, but should remain continuous.

In the event that the continuity of the tracer wire is broken during installation, the CONTRACTOR shall install, at no additional cost to the GUC, a replacement tracer wire by either open trenching or plowing, as directed by the ENGINEER. Prior to the completion of the project, the CONTRACTOR shall perform a continuity test. If the test determines that there are disruptions to the continuity, the CONTRACTOR shall excavate and repair the damaged wire at no expense to the GUC.

Tracer wire shall not be mechanically fastened to the pipe.

Under no circumstances shall the tracer wire be wrapped around the polyethylene pipe.

Where new tracer wire is connected to existing tracer wire or where separate spools of tracer wire are connected, the tracer wire shall be spliced using an approved mechanical split bolt connector or an approved

waterproof slicing kit. These connections shall be wrapped using splicing tape and/or plastic electrical tape in order to waterproof the splice. Tracer wire shall be spliced to locating tape using splice clamps as approved by the locating tape manufacturer, or an approved equal.

### 3.14.11.2 Locating Stations

Locating stations shall be installed at all locations indicated on the Plans, or as otherwise directed by the ENGINEER. When a locating station is installed at a lateral connection, the station shall be installed directly over the center of the tee or lateral branch connection. Locating stations shall be installed behind the curb and gutter or outside of the roadway at all locations other than lateral connections and intersections.

Locating station installations shall include valve boxes (top section only) and a lid. The valve box lid shall be marked “TEST” or “T”.

Locating station installation shall include excavating, setting of the valve box sections(s), coiling the tracer wire into the box, properly setting the valve box lid, backfilling and compacting around the box, and restoration.

When locating stations are not installed over the main or fitting, the tracer wire shall be installed inside one-half (½) inch or one (1) inch polyethylene tubing and the tubing shall terminate at a point between twelve (12) inches and six (6) inches below the top of the valve box.

**Measurement and Payment**

Locating station installations will be measured for payment based upon the number installed.

The unit price bid shall include the cost of any and all equipment, incidental material and labor required for locating station installation, as described above.

## 3.15 Abandonment of Existing Facilities

The CONTRACTOR shall, as indicated on the Plans or as otherwise directed by the ENGINEER, be required to remove from service certain sections of the existing gas distribution facilities, including but not limited to: mains, fittings, valves and valve boxes.

Abandonment of existing facilities shall be accomplished by either in-place abandonment or complete removal of these facilities, as indicated on the Plans or otherwise directed by the ENGINEER.

In-place abandonment shall consist of: restraint of existing facilities, disconnection of the facilities from the existing system; purging of natural gas from all gas mains; properly sealing the ends of all abandoned pipe; backfilling all exposed portions of abandoned pipe; removing top section of abandoned valve boxes and backfilling with sand and asphalt; and restoration of the affected area as directed by the ENGINEER.

Sealing of natural gas mains shall be accomplished using an appropriate welded or fused fitting to the open end(s) as directed by the ENGINEER. For abandonment of two (2) inch and smaller diameter mains, the CONTRACTOR shall use an internal rubber-based compression stopper.

Valves and valve boxes shall be abandoned in place, unless otherwise directed by the Plans or the ENGINEER. The abandonment shall not be performed until the abandonment of the main is complete. A one (1) foot square hole shall be cut around valve boxes located in the pavement or concrete and the CONTRACTOR shall render the valve inoperable by breaking off the top section of the valve box a minimum of six (6) inches below the surface of the surrounding pavement or grade and filling the valve box with the same material (asphalt, concrete, dirt, etc.) directly adjacent to the valve box. Compaction of the material used to fill the valve box shall be completed such that settlement will not result. Asphalt shall be compacted with an approved roller or vibratory plate.

Purging of gas mains shall be performed, as directed by the ENGINEER, with nitrogen and compressed air and shall continue until a reading of zero (0) percent gas is measured using an approved, calibrated combustible gas indicator (CGI). **All purging operations shall be done under the direct supervision of the ENGINEER. A minimum of eight (8) hours advance notice shall be provided to the ENGINEER.**

Detailed information concerning all abandoned facilities, including, but not limited to; size of pipe, length of pipe abandoned, fittings installed, etc. shall be collected and submitted to the ENGINEER by the CONTRACTOR for all projects.

The CONTRACTOR shall be required, as directed by the ENGINEER, to return various abandoned distribution facility components to the GUC in working condition.

**Measurement and Payment**

In-place abandonment of existing distribution facilities will be covered by a specific contract unit price. The cost of any and all equipment, incidental material and labor required for in-place abandonment operations shall be included in the unit price bid for the various pay items of the work.

### 3.15.1 Removal of Facilities

The work covered by this Contract shall require the CONTRACTOR to remove sections of abandoned piping, valves, and valve boxes.

After isolating and purging, the facilities shall be removed from the ditch and the ditch shall be backfilled and compacted. Compaction shall be equal to that of the surrounding soil or as otherwise specified on the project Plans or as required by the ENGINEER. Compaction within traveled ways, including driveways, sidewalks, streets or alleys shall meet the density requirements as specified in Section 3.14.6.5 Backfilling. Following backfilling and compaction, the surface shall be graded to match the existing grade and contour. Removed piping and materials shall be properly disposed of or otherwise handled as directed by the ENGINEER.

The CONTRACTOR shall be required to remove short sections of piping at tie-in locations, at the direction of the ENGINEER or as deemed necessary by the CONTRACTOR, to facilitate tie-in operations. Additionally, removal of pipe will only be required where indicated on Plans, or as directed by the ENGINEER.

**Measurement and Payment**

Abandonment of facilities by removal is considered incidental and will not be measured for payment. Seeding, mulching and tacking of the surface are considered incidental and shall not be measured for separate payment.

The cost of any and all equipment, material and labor required for the removal, disposal, and restoration (including seeding, mulching and tacking of the surface) shall be included in the unit prices bid for various pay items of the work. Pavement removal/disposal and replacement, where necessary, will be paid for at the respective unit prices bid for this work.

## 3.16 Clean Up

The CONTRACTOR shall keep the right-of-way reasonably clear of construction debris during the progress of the work. Cleanup shall consist of all work necessary to restore the affected area to pre-construction condition. This operation shall include, but not be limited to, the removal of excess excavated materials, equipment, rock and other materials that cannot be placed in the trench backfill. Cleanup shall also consist of the repairing or restoration of trenches, restoration to pre-construction topography, disposal of vegetative debris and re-seeding and mulching as directed by the ENGINEER, in accordance with the NCDOT Specifications.

The CONTRACTOR will keep all paved surfaces clear of soil (compacted or loose) and loose gravel or stone. When a mechanical sweeper is used, the sweeper attachment shall be covered to minimize dust and shall utilize a wet sweeper system.

Finish grading shall be performed as necessary to re-establish slopes. The grades shall be formed to easy contours sloping towards inlets and ditches. This grading shall eliminate low spots and pockets that do not drain. Ditches shall be excavated to the section and elevations shown and shall be excavated with smooth slopes to avoid low spots and pockets that do not drain.

Developed property including but not limited to walks, steps, fences, mailboxes, paper boxes, disturbed by the work shall be restored or replaced to their original or better condition, except as shown on the Plans or directed by the ENGINEER. Ditches shall be restored to their original shape and slope. All disturbed areas not covered by pavement or structures shall be fertilized, limed, seeded, and mulched. Any washing or erosion of the surface, and any areas where grass seed does not germinate, shall be repaired and reseeded until an adequate stand of grass is achieved.

The CONTRACTOR shall be required to dress-up all work areas daily. The daily dress-up shall include backfill and compaction, removal of rocks and large dirt clods, raking to a consistent grade, removal of construction materials and debris, providing and placing a straw covering as required, and providing and placing soil stabilization measures as required by the ENGINEER. Final cleanup and restoration shall be performed within five working days of completion of all work within individual properties or sections of properties as designated by the ENGINEER. The work required prior to final cleanup and restoration shall include the installation and activation of the distribution mains and the completion of all required abandonments. This cleanup shall continuously follow, as described above, to the ENGINEER's satisfaction. Untimely cleanup resulting from the pipeline construction activities may result in the suspension of new construction, as deemed necessary by the ENGINEER.

**Measurement and Payment**

Cleanup operations are considered incidental work and will not be measured for payment. The cost of any and all equipment and labor required for cleanup shall be included in the unit prices bid for the various pay items of the work.

## 3.17 Pavement and Concrete Replacement

Within ten (10) days of the completed installation of the mains, the CONTRACTOR shall be required to re-pave or otherwise restore, as directed by the ENGINEER, all surfaced roadways and driveways and all concrete structures damaged by the construction. All restoration work within the City of Greenville or NCDOT rights-of-way shall be performed as specified herein, as directed by the ENGINEER and to the satisfaction of NCDOT or the City of Greenville Department of Public works.

The CONTRACTOR shall replace roadway, driveway and walkway surfaces necessarily removed for the installation of the mains. It is the intent of these Specifications that the CONTRACTOR returns all paved surfaces affected by the work to as near pre-construction condition as possible in conformance with approved methods.

The CONTRACTOR assumes all responsibility for the restoration of pavement, and for safely maintaining the pavement cuts and normal traffic flow until final restoration is complete.

No asphalt paving shall be performed unless the atmospheric temperature is above 40° Fahrenheit. Where required, rolling shall be performed with an approved 10-ton roller. Hand operated vibratory plate equipment will not be allowed for finishing work on the surface course.

In all cases, the type of paving section used, as outlined below, shall be as directed by the ENGINEER prior to commencing paving operations.

**Measurement and Payment**

Replacement of asphalt pavement along standard mainline trench lines utilizing the standard paving section, as described below, will be measured for payment in units of square feet and paid for at the unit price bid for this pay item.

Replacement of asphalt pavement along standard test holes utilizing the standard paving section, as described below, will be measured for payment in units of square feet and paid for at the unit price bid for this pay item.

Payment for pavement section replacement shall be limited along the trench line to a width equal to the maximum trench widths allowed in 3.17 Pavement and Concrete Replacement. Paving of tie-in test holes, bore pits, push pits, etc. will be limited to the minimum pit size required to complete the work. The cost of any and all equipment, material and labor required for the complete restoration of the asphalt pavement, as specified herein, shall be included in the unit price bid.

No additional payment for pavement replacement will be granted for any work or quantities in excess of the trench and test hole limits as described in 3.10 Pavement Removal and Disposal without the approval of the ENGINEER.

Payment for pavement section replacement of test holes shall be in accordance with 3.14.2 Test Hole Excavations.

The stone subgrade will not be measured for payment and should be included in the cost of the asphalt replacement. Payment will not be granted to the CONTRACTOR for providing and placing excess stone.

Tack and prime coats will not be measured for payment. They are considered incidental to the pavement replacement work and their cost should be included in the CONTRACTOR's unit price bid for the replacement of asphalt restoration.

Only the amount of asphalt necessary to achieve pavement replacement conforming to the above requirements will be measured for payment. Payment will not be granted to the CONTRACTOR for providing and placing excess materials. Payment shall not be granted for surface repair that is in excess of what is reasonable to perform the installation of the pipe.

### 3.17.1 Standard Roadway Asphalt Pavement Replacement

Within NCDOT right-of-ways, City of Greenville right-of-ways, and where directed by the ENGINEER, roadway pavements shall be restored in conformance with the applicable sections of the NCDOT "Standard Specifications for Roads and Structures", latest edition.

For asphalt pavement replacement within City of Greenville rights-of-way, the pavement section shall consist of six (6) inches of NCDOT Type H intermediate course mixture and (2) two inches of NCDOT I-2 surface mixture over a compacted subgrade consisting of eight (8) inches of stone.

For asphalt pavement replacement within NCDOT rights-of-way, the pavement section shall consist of six (6) inches of NCDOT Type H-B base course mixture, six (6) inches of NCDOT Type H intermediate course mixture, and two (2) to three (3) inches of NCDOT Type I-2 surface course mixture over a compacted subgrade.

Proper tack coat placement shall be required for all pavement replacement to insure adequate bonding with the existing adjacent surface. Pavement replacement will not be permitted or accepted where the tack coat has not been properly applied.

Subgrade Preparation: The subgrade preparation shall conform to Section 500 of the NCDOT "Standard Specifications for Road and Structures" (latest edition).

Aggregate Base Course: Aggregate base course shall conform to Section 520 of the NCDOT "Standard Specifications for Road and Structures" (latest edition).

Bituminous Concrete Base Course: The bituminous base course shall conform to Section 630 of the NCDOT "Standard Specifications for Road and Structures", (latest edition), for Type H-B material.

Bituminous Concrete Intermediate Course: The binder course shall be placed on a prepared base course or existing pavement in accordance with Section 640 of the NCDOT "Standard Specifications for Road and Structures" (latest edition) for Type H material.

Tack Coat: The work shall be performed in accordance with Section 605 of the NCDOT "Standard Specifications for Road and Structures" (latest edition).

Bituminous Concrete Surface Course: The work shall be performed in accordance with Section 640 of the NCDOT "Standard Specifications for Road and Structures" (latest edition) for Type I-2 material.

Traffic Markings: The CONTRACTOR shall repair and restore any traffic markings that were damaged during the performance of the work. All repairs shall be in accordance with the requirements and specifications of NCDOT and the MUTCD Manual, (latest edition).

Existing Structures: All existing structures which fall under or near repaired or restores bituminous areas shall be adjusted to final grade prior to application of bituminous concrete.

### 3.17.2 Gravel and Other Surfacing

Gravel and dirt roadways and driveways shall be repaired and replaced to their original condition, or as otherwise directed by the ENGINEER.

**Measurement and Payment**

Gravel roadway and driveway restoration is considered incidental work and will not be measure for payment. The cost of any and all equipment, material and labor required for gravel roadway and driveway restoration operations shall be included in the unit prices bid.

Dirt road restoration is considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for dirt roadway and driveway restoration operations shall be included in the unit prices bid.

### 3.17.3 Sidewalk, Driveway, and Curb and Gutter Replacement

Sidewalks and driveways shall be repaired or replaced to the thickness of the adjacent, undisturbed sections or four (4) inches whichever is greater. Concrete curb and gutter sections shall be replaced to match adjacent curb and gutter sections. The finish shall be floated or broomed to match the existing. Joints shall be tooled to match the spacing of the existing sections.

**Measurement and Payment**

Concrete sidewalk and driveway restoration costs, directly resulting from the installation of gas facilities, will be measured for payment in units of square feet. The bid price shall include the cost of any and all equipment, material and labor required for concrete restoration, including: the replacement (including: reinforcement, finishing and jointing) of all classifications, thickness', and widths of concrete. Any unnecessary damage to concrete incidental to the work shall be repaired at the CONTRACTOR's expense.

### 3.17.4 Concrete Structures

Concrete structures, including but not limited to headwalls and drainage structures damaged during construction, shall be promptly and satisfactorily restored to pre-construction condition, as directed by the ENGINEER, in accordance with all North Carolina Department of Transportation.

**Measurement and Payment**

Concrete structure restoration costs, directly resulting from the installation of gas facilities, will be measured for payment in units of square feet. Concrete structure restoration will be paid for at the unit price bid. The bid price shall include the cost of any and all equipment, material and labor required for concrete structure restoration, including: the cutting, removal, disposal and replacement (including: reinforcement, finishing and jointing) of all classifications, thickness', and widths of concrete. Any damage to concrete structures incidental to the work shall be repaired at the CONTRACTOR's expense.

## 3.18 Restoration of Pipeline Limits of Disturbance

The CONTRACTOR shall be required to restore the project limits to pre-construction contours and restore vegetation as directed by the ENGINEER, in accordance with the North Carolina Erosion and Sediment Control Planning and Design Manual, the North Carolina Erosion and Sediment Control Field Manual, latest editions.

Restoration shall occur in sections that are complete within fourteen (14) days following the restoration of the surface to original contours, removal of construction equipment and debris, and cessation of work in that section of the project limits.

Restoration may not be delayed until after all construction has been completed.

As the remaining construction progresses, the CONTRACTOR shall revisit and inspect previously restored sections of the right-of-way and install remedial restoration measures as necessary.

**Measurement and Payment:**

The cost of any and all equipment, materials, and labor shall be included in the cost per acre to perform the specified work.

End of Section 3

# 4 SECTION 4 - MATERIALS FOR GAS FACILITY INSTALLATION

Material descriptions are included to provide the CONTRACTOR with information necessary for proper equipment selection and installation procedures. The GUC will provide materials as described in 3.4.1 Equipment, Tools, Labor and Materials To Be Furnished By OWNER

## 4.1 Pipe

### 4.1.1 Polyethylene Gas Pipe

All polyethylene gas pipe shall be PE 2708, medium-density polyethylene. The polyethylene pipe shall be manufactured and tested in accordance with ASTM specification D2513. The minimum material cell classification, as determined in accordance with ASTM D3350 shall be 234363E. All polyethylene pipes shall be Iron Pipe Size (IPS), unless noted as copper tubing size (cts).

PE 2406 polyethylene pipe properties shall be as listed in Table 4.1.1.

**TABLE 4.1.1**
**POLYETHYLENE PIPE PROPERTIES**

| SIZE (INCHES) | SDR | WEIGHT (LB./FT.) | COIL/STRAIGHT LENGTH (FT.) |
|---|---|---|---|
| ¾ | 11 | 0.12 | Coil |
| 1-1/4 | 10 | 0.34 | Coil |
| 2 | 11 | 0.63 | Coil |
| 4 | 11.5 | 2.17 | 40’ (Straight Length) |
| 6 | 11.0 | 4.90 | 40’ (Straight Length) |
| 8 | 11.0 | 8.31 | 40’ (Straight Length) |

## 4.2 Pipe Fittings

### 4.2.1 Polyethylene Pipe Fittings

Polyethylene pipe fittings shall be butt fusion; saddle fusion or electrofusion fittings manufactured by an approved manufacturer and shall be composed of the same material as the pipe, as specified in 4.1.1 Polyethylene Gas Pipe. All one-half (1/2) and one (1) inch fittings must be 0.090 wall thickness copper tubing size (CTS). All fittings larger than one (1) inch shall be SDR 11, iron pipe size (IPS).

#### 4.2.1.1 Fabricated Tees

Polyethylene fabricated tees shall consist of line pipe and a branch saddle fitting. The line pipe shall be similar in length to a standard molded tee. The branch saddle fitting shall be fusion applied, the line pipe tapped through the branch saddle fitting with a full outlet opening, and a section of pipe with a minimum length of twelve (12) inches fused to the outlet of the branch saddle fitting in the manufacturer's facilities. The branch saddle and line pipe shall be composed of the same material as the pipe, as specified in 4.1.1 Polyethylene Gas Pipe.

### 4.2.2 Electrofusion Fittings

Electrofusion fittings shall be manufactured of polyethylene resins compatible with PE 2708, high-density pipe. The fittings shall be engineered to be used with and meet or exceed the resistance properties of SDR 11, polyethylene pipe.

### 4.2.3 Transition Fittings

Steel to plastic transition fittings shall meet or exceed 49 CFR 192, ASTM D2513 and ASTM A53 specification. The steel portion of the fitting shall be coated with electrostatically applied epoxy and the end shall be beveled for welding and tapered to match the pipe bore. The plastic portion of the fitting shall be composed of the same material as the pipe. The longitudinal pull out strength of the transition from steel to plastic shall exceed the yield factor of plastic pipe.

## 4.3 Valves

All valves to be installed in the gas distribution system shall be wrench operated, low maintenance or no maintenance valves as indicated on the Plans.

### 4.3.1 Main Valves

#### 4.3.1.1 Polyethylene Valves

All main valves shall be polyethylene, full opening, ball type and maintenance free, as manufactured by Nordstrom Valve, Inc. (Polyvalve) or Kerotest (Polytec). The valves shall be composed of the same material as the pipe, as specified in 4.1.1 Polyethylene Gas Pipe. Valve outlets shall be manufactured for butt fusion. The valves shall have factory applied PE 2708 extensions, in conformance with 4.1.1 Polyethylene Gas Pipe above, on both ends. Extensions shall be joined by butt fusion.

## 4.4 Locating Stations and Valve Boxes

Locating station boxes shall be installed to facilitate the location of the mains. Valve boxes shall be installed to facilitate the operation of the valve.

### 4.4.1 Main Line Valve Boxes and Locating Stations

Locating and valve boxes, extension pieces, collars and covers shall be 2-piece screw type adjustable or 2-piece sliding type adjustable boxes as manufactured by Bingham and Taylor or ENGINEER approved equivalent. Valve box covers shall have the word “GAS” embossed on top. Locating station covers shall have the word “TEST” or “T” embossed on top.

## 4.5 Other Materials

Special material specifications may be listed on any supplemental Plans or drawings.

The CONTRACTOR shall provide special materials, as directed by the ENGINEER.

End of Section 4

# 5 SECTION 5 - GAS DISTRIBUTION FACILITIES INSTALLATION

## 5.1 CONTRACTOR Qualifications

The CONTRACTOR shall use only competent and skilled workmen for the performance of any and all work on the natural gas distribution system, as specified herein. The workmen shall not perform any heat fusion operations on any pipe or associated fittings within the system until they have been qualified to perform such operations in accordance with the test requirements specified in 5.1.1 Heat Fusion Qualifications.

The CONTRACTOR shall furnish evidence, as required by and to the satisfaction of the ENGINEER, that the specified testing requirements have been met for each employee prior to their utilization on the work.

**Measurement and Payment**

Qualification of the CONTRACTOR's personnel for heat fusion operations is considered incidental and will not be considered for payment. All costs associated with qualifying the CONTRACTOR's personnel, including but not limited to testing and certification, as specified herein, shall be included in the unit prices bid for the various pay items of the work.

### 5.1.1 Heat Fusion Qualifications

Operators of heat fusion equipment, including: butt fusion, saddle fusion and electrofusion, shall be tested and certified in accordance with the requirements of 49 CFR 192, Subpart F, Paragraph 285 along with any and all additional requirements of the specific pipe and/or fitting manufacturer.

In addition to and in accordance with the requirements above, all personnel performing heat fusion operations shall be certified by the GUC to join polyethylene pipe approved for use as included in Section 4.1.1 Polyethylene Gas Pipe, prior to commencing work, by the following procedures:

Certification: Each technician making joints in polyethylene pipe must provide evidence of current heat fusion certification from an approved pipe manufacturer, pipe vendor, or gas distribution company. Additionally, each technician must be qualified by the Gas Systems Supervisor, or designee, before making joints on polyethylene pipe that will be installed in the gas distribution system operated by the GUC.

Testing: Each technician must show proof of satisfactory training and practice in making heat fused joints on polyethylene pipe and fittings. A technician will be tested with the following procedure:

1) Make a specimen joint by joining material equal to the material being used which passes visual inspection during and after assembly and is found to have the same appearance as an acceptable joint or photograph of an acceptable joint.
2) Specimen is physically tested by cutting into at least three (3) longitudinal strips. Each strip shall:
   Show no voids or discontinuities or any cut surface in the joint area.
   Be deformed by bending, torque, or impact and if failure occurs, it must not be in the joint area.

Re-qualification must be completed if during any twelve (12) month period that person:

(i) Does not make any fusion joints.

(ii) During the course of the work, any employee of the CONTRACTOR that cumulatively performs three unsatisfactory fuses for incorporation in the natural gas distribution system that are subsequently determined to be unacceptable to the ENGINEER shall not be allowed to perform fusion operations until evidence of re-training from an acceptable source is provided to the ENGINEER.

If the technician performs unsatisfactorily in the fusion of the joints or fittings for which the technician is approved for as indicated on his fusion permit, the GUC reserves the right to revoke his/her permit to fuse polyethylene pipe on the GUC's gas system.

## 5.2 Heat Fusion

All polyethylene pipe and/or fitting connections and other fabrications within the gas distribution system shall be made by heat fusion, unless otherwise directed by the ENGINEER. Heat fusion shall include: butt fusion, saddle fusion and electrofusion.

**Measurement and Payment**

Heat fusion operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for heat fusion operations and inspection thereof, including: heat fusion machines and wind guards, shall be included in the unit prices bid for the various pay items of the work.

### 5.2.1 Procedure

All heat fusion jointing procedures shall be performed in accordance with 49 CFR 192 and any and all recommended Specifications and procedures provided by the pipe and/or fitting manufacturer.

Heat fusion equipment shall, at all times, be protected from damage and kept in good working condition. Fusion equipment that shows signs of deterioration or damage shall be replaced. Heat fusion machines that, in the opinion of the ENGINEER, are in poor repair or are not of sufficient capacity to perform the work shall not be used in conjunction with work on GUC facilities.

Suitable windguards shall be provided to protect the work during periods of excessive wind or cold weather. When the ambient temperature is below 32°F care must be taken to maintain the proper heater plate temperature.

The CONTRACTOR shall, at the direction of the ENGINEER, temporarily suspend all heat fusion operations whenever conditions are not conducive to the performance of good work.

All fused joints and other connections shall be air-cooled. Accelerated cooling by any method shall not be permitted.

Fusion operations on polyethylene pipe shall be performed adjacent to the trench and the pipe lifted and lowered into the trench. Where absolutely necessary to fuse polyethylene pipe at another location than adjacent to the trench, as allowed and confirmed by the ENGINEER, the pipe shall be lifted and carried to the trench. Under no circumstances shall any length or portion of the polyethylene pipe be dragged, slid, pushed or pulled, on any surface to the trench.

### 5.2.2 Inspection

Visual, nondestructive and/or destructive testing procedures shall be implemented, as required by the ENGINEER, to determine the quality of the fused joints.

The ENGINEER may, at his discretion, require nondestructive testing and inspection of any or all fused joints prior to the initiation of backfilling or insertion operations.

The ENGINEER shall make all determinations as to what constitutes an acceptable fused joint as well as the disposition of all defective joints. These determinations shall be made upon completion of a visual inspection. Defective joints shall be removed from the piping system at the ENGINEER's direction and at no cost to the GUC.

## 5.3 Valves

Valves shall be installed at all locations indicated on the Plans, or as otherwise directed by the ENGINEER.

Valve installations shall include the valve, complete valve box assembly, any required blocking.

Prior to installation, all valves shall be fully opened and fully closed a sufficient number of times to ensure that all parts are in proper working order.

All polyethylene valves shall be installed below grade by butt fusion, unless otherwise directed by the ENGINEER. Butt fusion operations on polyethylene valves shall be in accordance with 5.2 Heat Fusion.

Valve boxes shall be installed so as not to hinder the operation of the valve.

Backfill shall be carefully tamped around each valve box to a distance of four (4) feet on all sides of the box, or to the undisturbed trench face if less than four (4) feet, such that the plumbness of the valve box is maintained.

A pre-manufactured concrete collar or a poured in place concrete collar shall be installed around the lid area of each valve box which is installed outside of paved roadways. Each poured in place concrete collar shall be eighteen (18) inches by eighteen (18) inches and shall be composed of concrete capable of reaching a compressive strength of 3000 psi.

All valves shall be in the open position during pressure testing, and shall remain as such upon completion of the tests. **Under no circumstances shall the CONTRACTOR operate any valves within the existing gas distribution system, or otherwise interrupt or restore gas service to any customer. GUC personnel shall perform all valve operations and service restoration, as required.**

Following the complete installation, backfill, testing and acceptance of the valve and valve box assembly, a section of two (2) inch polyethylene pipe shall be placed inside the valve box. The section of polyethylene pipe shall be sufficient in length to be retrieved and removed during the operation of the valve and such that it does not interfere with the normal placement of the lid.

**Measurement and Payment**

Valve installations will be measured for payment based upon the number installed.

The unit price bid shall include the cost of any and all equipment, incidental materials and labor required for valve installation, including blocking as describe above.

## 5.4 Pressure and Leak Testing

Each gas main installed within the GUC's distribution system shall be pressure and leak tested, as specified herein. The CONTRACTOR shall provide the necessary materials, labor

and pumps required to pressurize the gas main in a satisfactory and efficient manner. **All pressure and leak testing shall be done in the presence of the ENGINEER or assigned designee. Tests done without supervision will not be accepted and the CONTRACTOR shall be required to retest at his expense.**

When the length of any pipe section exceeds 1,000 feet, the ENGINEER reserves the right to require the pipe to be tested in sections determined by the ENGINEER.

All new gas mains shall be pressure tested using compressed air or nitrogen. Water shall not be used as a test medium for gas mains. The method and procedure for each pressure test shall be subject to the approval of the ENGINEER.

Natural gas shall not be admitted into any gas main prior to the ENGINEER's approval and the successful completion of all required pressure tests.

**Measurement and Payment**

Pressure and leak testing operations will be covered by a specific contract unit price. The cost of any and all equipment, material and labor required for pressure and leak-testing operations shall be included in the unit price for Pressure and Leak Testing.

### 5.4.1 Preparation

Prior to testing, each section of two (2) inch or larger nominal diameter main shall be thoroughly cleaned by forcing a pig type mechanical cleaner through the pipe a sufficient number of times to remove all foreign matter which may have been trapped inside the pipe during construction. A minimum of two pig runs shall be required. Mains that have a nominal diameter of less than two (2) inches shall be cleaned by swabbing or by forcing compressed air through the pipe at a sufficient rate such that all foreign matter is removed.

With the exception of certain test holes required for the installation and operation of testing equipment, each test segment shall be completely backfilled along its entire length prior to testing.

**Twenty-four (24) hours prior to commencing any testing operations, the CONTRACTOR shall submit a test schedule to the ENGINEER for approval.**

### 5.4.2 Procedure

After the pipe has been prepared in accordance with 5.4.1 Preparation, pressure and leak tests shall be performed as specified herein in accordance with 49 CFR 192, Subpart J.

Pressure testing procedures shall not be initiated until at least twenty minutes after the last fused joint has been completed.

All pressure tests shall be monitored by means of chart recording devices with an attached pressure gauge located, as directed by the ENGINEER, along the main(s) to be tested. The chart recording devices shall be capable of recording the sustained test pressure for the duration of the test. The gauge shall be liquid filled and capable of measuring pressures to a minimum of one hundred (100) psig. The CONTRACTOR shall provide evidence of recent and accurate calibration of all chart-recording instruments. The date and time of the commencement and completion of the pressure test shall be recorded on the pressure chart, which shall be signed by the CONTRACTOR's superintendent and the ENGINEER. The original test chart shall be submitted along with a Test Record form and submitted to the ENGINEER for verification.

The GUC reserves the right to utilize its own test recording apparatuses, on any job at the discretion of the ENGINEER.

All gas mains installed within the distribution system shall be tested at a minimum of 90 psig and a maximum of 100 psig or as directed by the ENGINEER for the minimum duration specified in Table 5.4.2.

**TABLE 5.4.2**
**PRESSURE TEST DURATIONS**

| PIPE LENGTH (FEET) | DURATION OF TEST MAINS |
|---|---|
| 0 – 250 | 15 Minutes |
| Over 250 – 500 | 30 Minutes |
| Over 500 – 1000 | 1 Hour |
| > 1,000 | 8 Hours |

Any variations in the test durations specified in Table 5.4.2 shall be subject to the approval of the ENGINEER.

The hourly pressure along with the ambient temperature at the beginning and end of the test shall be recorded for the duration of the test on the GUC's standard form. The date and time of the commencement and completion of the pressure test shall be recorded on the form, which shall be signed by the CONTRACTOR's inspector and submitted to the ENGINEER for verification.

After correcting for temperature changes, the test shall show no loss of pressure over the duration of the test.

All tie-in fuses and fittings not included in the pressure test shall be leak tested with a foaming leak locating compound solution after the main line has been placed into service.

Any and all breaks, leaks or defects in the pipe, valves and fittings discovered during the pressure and/or foaming leak locating compound tests shall be located, repaired or replaced, and re-tested by the CONTRACTOR, at the CONTRACTOR's expense, as directed by the ENGINEER.

## 5.5 Pigging, Purging, and Gassing-Up

Upon the successful completion of the pressure and/or foaming leak locating compound test, and after the gas main or each section thereof has been cleaned and approved in every respect to the satisfaction of the ENGINEER, the GUC will be notified and, under their supervision, natural gas will be admitted into the completed mains in sufficient quantities such that all air is purged out of the line(s).

All purging operations will be done under the direct supervision of the ENGINEER. The CONTRACTOR shall provide a minimum of twenty-four (24) hours notice to the ENGINEER prior to commencing any purging operations.

**Under no circumstances shall the CONTRACTOR operate any existing valves within the GUC distribution system.**

When a reading of 100-percent gas is measured using an approved, calibrated CGI, all valves shall be closed and gas pressure continuously maintained on the line(s). The CGI shall be provided by the CONTRACTOR and operated by qualified personnel.

The GUC will provide all of the natural gas necessary for the initial purging operations. Any natural gas required for subsequent purging operations, if so required shall be provided at the CONTRACTOR's expense.

**Measurement and Payment**

Pigging, Purging, and Gassing-Up operations will be covered by a specific contract unit price. The cost of any and all equipment, material and labor required for pigging, purging, and gassing-up operations shall be included in the unit prices bid for the various pay items of the work.

## 5.6 Tie-Ins to Existing System

It is the responsibility of the CONTRACTOR to connect the work to existing or previously installed facilities as shown on the Plans or as directed by the ENGINEER.

The Plans describe generalized tie-in procedures and materials. The CONTRACTOR shall be aware that additional fittings or alignment changes may be necessary to properly and efficiently complete the tie-in operations. The CONTRACTOR, at no cost to the GUC, shall furnish the necessary incidental materials and install the necessary materials required to complete the tie-in as shown on the Plans or as directed by the ENGINEER.

The CONTRACTOR shall have available the appropriate drilling, tapping and stopping equipment necessary for the various fittings shown on the Plans and trained and experienced personnel to operate this equipment. The tie-in operations shall be performed in a sequence as directed by the ENGINEER.

The CONTRACTOR shall have available the appropriate squeeze-off tools for plastic pipe. All points on the plastic pipe where the squeeze-off is applied shall have a full encirclement clamp or an electrofusion coupling installed to mark the location and to reinforce the pipe.

All tie-in operations, including but not limited to installation of the tie-in fitting and main blow-downs shall be performed under the direct supervision of the ENGINEER, or designee. The CONTRACTOR shall provide the ENGINEER with at least forty-eight (48) hours advance notice prior to initiating tie-in procedures.

The CONTRACTOR shall not commence any tie-in operations until the new mains have been cleaned and tested as specified in 5.4 Pressure and Leak Testing.

**Under no circumstances shall the CONTRACTOR operate any valves within the existing gas distribution system, or otherwise interrupt or restore gas service to any customer. GUC personnel shall perform all valve operations and service restorations, as required.**

**Measurement and Payment**

Squeeze off, fused, and coupled tie-in operations will be measured for payment based upon specific contract unit price. The unit bid price shall include the cost of any and all equipment, incidental material and labor required for these tie-in operations.

End of Section 5

# 6 SECTION 6 - GAS DISTRIBUTION FACILITIES INSTALLATION

## 6.1 CONTRACTOR Qualifications

The CONTRACTOR shall use only competent and skilled workmen for the performance of any and all work on the natural gas distribution system, as specified herein. The workmen shall not perform any heat fusion or welding operations on any pipe or associated fittings within the system until they have been qualified to perform such operations in accordance with the test requirements specified in section 5.1.1 Welding Qualifications.

The CONTRACTOR shall furnish evidence, as required by and to the satisfaction of the ENGINEER, that the specified testing requirements have been met for each employee prior to their utilization on the work.

**Measurement and Payment**

Qualification of the CONTRACTOR's personnel for heat fusion and welding operations is considered incidental and will not be considered for payment. All costs associated with qualifying the CONTRACTOR's personnel, including but not limited to testing and certification, as specified herein, shall be included in the unit prices bid for the various pay items of the work.

### 6.1.1 Welding Qualifications

Prior to performing welding of steel pipe on the Gas Department's natural gas system, personnel responsible for joining steel pipe by welding shall be qualified. All qualification tests shall be conducted under the supervision and direction of a qualified Gas Department welder or a qualified testing company as approved by the Gas Distribution Engineer.

The Gas Department may require contract welders or welding operators to qualify specifically for welding on the Gas Department's facilities. If so, all testing and qualification requirements shall match the requirements of the certification process listed below:

Certification: Contract welders shall provide evidence of being qualified in accordance with the procedures listed in Section 6, Section 12, Appendix A or Appendix B of the API Standard 1104 or Section IX of the ASME Boiler and Pressure Vessel Code, "Welding and Brazing Qualifications". Welds made for the initial qualification shall satisfy destructive test requirements.

Testing:

(1) The welder shall butt weld two sections of twelve (12) inch nominal pipe size placed in a fixed position at an incline of forty-five (45) degrees.

(a) The combination of pipe size and position qualifies the welder to perform butt and fillet welds in any position and all pipe diameters.
(b) The weld shall be destructively tested in accordance with the requirements of API 110 or Section IX of the ASME Boiler and Pressure Vessel Code. If a weld sample fails this test the welder is not qualified to perform welds on the Gas Department's natural gas system.

(2) A separate qualification process shall be performed to ensure that the welder can successfully perform a fitting to in-service pipe.

Following the successful welder qualification of Gas Department Personnel and contract personnel, Form II.F-4.1 shall be completed and submitted to the Gas Distribution Engineer.

Requalification: After the initial test, a Gas Department welder or welding operator shall maintain qualification to perform welding operations by the following:

(1) At intervals of each calendar year and not exceeding 15 months between qualifications/requalification, each Gas Department or welding operator shall requalify in accordance with the initial qualification requirements.
(2) With intervals not to exceed 7 ½ months and at least twice each calendar year; each Gas Department welder or welding operator shall have a production weld cut out, tested, and found acceptable in accordance with the qualifying test.

## 6.2 Welding

All steel pipe and/or fitting connections and other fabrications within the gas distribution system shall be made by welds, unless otherwise directed by the ENGINEER.

**Measurement and Payment**

Welding operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for welding operations and inspection thereof, including: welding rods, fluxes, filler metals, welding machines and wind guards, shall be included in the unit prices bid for the various pay items of the work.

### 6.2.1 Procedure

Welding shall be performed by a qualified welder or welding operator in accordance with welding procedures that are qualified under Section 5, Section12, Appendix A or Appendix B of API Std 1104, or Section IX of the ASME Boiler and Pressure Vessel Code to produce welds meeting the requirements of this subpart. The quality of the test welds used to qualify welding procedures shall be determined by destructive testing in accordance with the applicable welding standard(s).

The Gas Department's welding procedure is as shown in Form II.F-4.2. The standard welding procedure specifications for shielded metal arc-welding (SMAW) or carbon steel pipes, valves, fittings, and flanges are as follows:

(1) Process: Manual shielded metal arc-welding.
(2) Base metal: The base material shall conform to the specifications of API Standard 5L pipe and applicable ASTM standards.
(3) Filler metal: The filler metal shall conform to the ASW-ASTM Classifications listed in API 1104, Section 4.2.2.1. Shelf life shall not be exceeded. Heater boxes are recommended for low hydrogen electrodes.
(4) Position: As specified by the qualified procedure.
(5) Preparation of Base Material: All surfaces to be welded shall be clean and free of material that may be detrimental to the weld. The pipe ends at all welded joints shall be beveled. Bevels shall be made by machine or an appropriate oxygen cutting machine/guide.
(6) Electrical Characteristics: Direct Current reverse polarity.
(7) Welding Layers: The welding current and manner of depositing the weld metal shall be such that the layers of welding as deposited shall have a neat appearance. Each completed weld shall be free of overlaps, undercuts, excessive convexity and concavity, scale, oxides, pin holes, nonmetallic inclusions, air pockets or any other defect. The size of electrode for each pass on each size of pipe shall be as shown in the procedure. Each bead shall be applied completely around the pipe and shall be thoroughly cleaned of all scale, slag. Or other foreign material before the next bead is started. The stringer beads will be placed in the same fashion. Welding procedure specifications shall be followed for reinforcement heights and widths and bevel dimensions.
(8) Cleaning: All slag or flux remaining on any bead of welding shall be removed before laying down the next successive bead. To increase weld quality, tacks, high spots, and starts and stops should be grounded.
(9) Defects: Any cracks or burn through that appear on the surface of any bead of welding shall be removed by grinding before depositing the next successive bead of welding to ensure a quality weld.
(10) Preheating: Preheating is not required above 32°F. If welding is done below 32°F, the pipe joint shall be heated to procedure specifications before welding is started. Moisture shall be removed from the pipe prior to performing welds. A torch with a heating tip may be used to remove frost and/or moisture.
(11) Post heating: Post heating is conducted if required by the procedure.
(12) Cooling: Cooling of welds by using any substance other than air shall not be permitted. The pipe shall not be moved until the weld is below 600°F.
(13) Alignment: Use external and/or internal lineup clamps when necessary. Lineup clamps may be removed after tacking or after fifty (50) percent of the root bead when there is danger of pipe movement or undue stress on the weld.
(14) Vertical Welding Technique: The second pass (hot pass) shall be supplied immediately after the root pass is complete. Stripper pass may be required at

the 2 o'clock to 4 o'clock and 10 o'clock to 8 o'clock positions in the pipe just before applying the O.D. reinforcement pass. For downhill welding, all passes except the stripper passes will start at the 12 o'clock position and stop at the 6 o'clock position with overlap of the one-fourth (1/4) inch to one-half (1/2) inch back from the end of the previous weld. The stripper pass will start at the downhill point and move to the upper point.

(15) Transition Welds: Welds that transition between different grades of steel are to be made following the procedure for the higher grade material.

(16) On pipe greater than twelve (12) inch, the technique of using more than one welder (one on each side) should be used.

The Gas Department will accept welding procedures provided by contractors contingent upon documentation that demonstrates proper qualification of the procedure. The procedure shall be included in the permanent project file that is maintained by Engineering.

Neither Gas Department nor contract welders of welding operators may weld with a particular welding process unless, within the preceding 6 calendar months, the welder or welding operator was engaged in welding with that process.

### 6.2.2 Inspection

Visual, nondestructive and/or destructive testing procedures shall be implemented, as required by the ENGINEER, to determine the quality of the welded joints.

The ENGINEER may, at his discretion, require nondestructive testing and inspection of any or all welded joints prior to the initiation of backfilling or insertion operations.

The ENGINEER shall make all determinations as to what constitutes an acceptable fused joint as well as the disposition of all defective joints. These determinations shall be made upon completion of a visual inspection. Defective joints shall be removed from the piping system at the ENGINEER's direction and at no cost to the GUC.

End of Section 6

**Custom Soil Resource Report**
**Section W**

United States Department of Agriculture

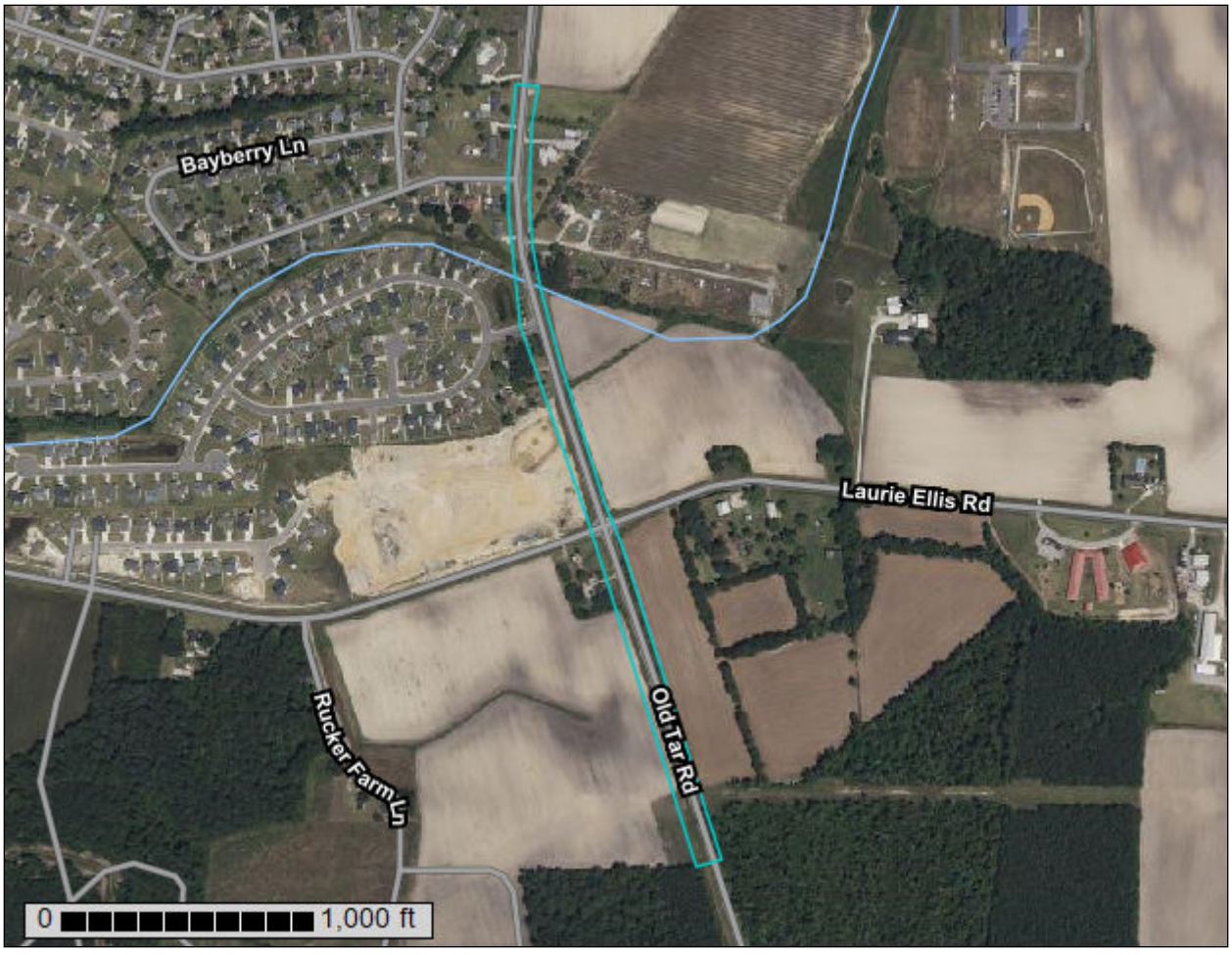
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for Pitt County, North Carolina

## Old Tar Road Main Extension Project




July 10, 2026

# Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.




Map Scale: 1:5,490 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 250 500 1000 1500

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

## MAP LEGEND

**Area of Interest (AOI)**
- Area of Interest (AOI)

**Soils**
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

**Special Point Features**
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

**Water Features**
- Streams and Canals

**Transportation**
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**
- Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Pitt County, North Carolina
Survey Area Data: Version 23, Aug 27, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 9, 2022—Jun 5, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

# Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| ExA | Exum fine sandy loam, 0 to 1 percent slopes | 0.9 | 12.7% |
| GoA | Goldsboro sandy loam, 0 to 1 percent slopes | 1.5 | 22.0% |
| GoB | Goldsboro sandy loam, 1 to 6 percent slopes | 0.2 | 2.9% |
| Ly | Lynchburg fine sandy loam, 0 to 2 percent slopes, Atlantic Coast Flatwoods | 2.6 | 37.1% |
| NrA | Norfolk sandy loam, 0 to 1 percent slopes | 0.5 | 7.2% |
| NrB | Norfolk sandy loam, 1 to 6 percent slopes | 0.3 | 4.4% |
| Ra | Rains fine sandy loam, 0 to 2 percent slopes, Atlantic Coast Flatwoods | 1.0 | 13.8% |
| **Totals for Area of Interest** | | **6.9** | **100.0%** |

# Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a

given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

# Pitt County, North Carolina

## ExA—Exum fine sandy loam, 0 to 1 percent slopes

### Map Unit Setting

*National map unit symbol:* 3tyv
*Landscape:* Coastal plains
*Elevation:* 20 to 160 feet
*Mean annual precipitation:* 40 to 55 inches
*Mean annual air temperature:* 59 to 70 degrees F
*Frost-free period:* 200 to 280 days
*Farmland classification:* All areas are prime farmland

### Map Unit Composition

*Exum and similar soils:* 80 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Exum

#### Setting

*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Flats on marine terraces
*Down-slope shape:* Concave
*Across-slope shape:* Linear
*Parent material:* Loamy and silty marine deposits

#### Typical profile

*Ap - 0 to 8 inches:* very fine sandy loam
*E - 8 to 12 inches:* silt loam
*Bt - 12 to 70 inches:* clay loam
*C - 70 to 100 inches:* loam

#### Properties and qualities

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Moderately well drained
*Runoff class:* Low
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high (0.20 to 0.57 in/hr)
*Depth to water table:* About 24 to 36 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* High (about 10.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 2w
*Hydrologic Soil Group:* C
*Ecological site:* F153AY040NC - Moist Loamy Rises and Flats
*Hydric soil rating:* No

## GoA—Goldsboro sandy loam, 0 to 1 percent slopes

### Map Unit Setting

*National map unit symbol:* 3tyx
*Landscape:* Coastal plains
*Elevation:* 20 to 330 feet
*Mean annual precipitation:* 38 to 55 inches
*Mean annual air temperature:* 59 to 70 degrees F
*Frost-free period:* 200 to 280 days
*Farmland classification:* All areas are prime farmland

### Map Unit Composition

*Goldsboro and similar soils:* 90 percent
*Minor components:* 5 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Goldsboro

#### Setting

*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Flats on marine terraces
*Landform position (two-dimensional):* Summit
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Loamy marine deposits

#### Typical profile

*Ap - 0 to 7 inches:* fine sandy loam
*E - 7 to 13 inches:* fine sandy loam
*Bt - 13 to 40 inches:* sandy clay loam
*Btg - 40 to 80 inches:* sandy clay loam

#### Properties and qualities

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Moderately well drained
*Runoff class:* Very low
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)
*Depth to water table:* About 24 to 36 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* Moderate (about 8.1 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 2w
*Hydrologic Soil Group:* B
*Ecological site:* F153AY040NC - Moist Loamy Rises and Flats
*Hydric soil rating:* No

**Minor Components**

**Rains, undrained**

*Percent of map unit:* 3 percent
*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Carolina bays on marine terraces, Flats on marine terraces
*Landform position (two-dimensional):* Summit
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

**Woodington, undrained**

*Percent of map unit:* 2 percent
*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Depressions on marine terraces, Flats on marine terraces
*Down-slope shape:* Linear
*Across-slope shape:* Concave
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

## GoB—Goldsboro sandy loam, 1 to 6 percent slopes

**Map Unit Setting**

*National map unit symbol:* 3tyy
*Landscape:* Coastal plains
*Elevation:* 20 to 330 feet
*Mean annual precipitation:* 38 to 55 inches
*Mean annual air temperature:* 59 to 70 degrees F
*Frost-free period:* 200 to 280 days
*Farmland classification:* All areas are prime farmland

**Map Unit Composition**

*Goldsboro and similar soils:* 90 percent
*Minor components:* 5 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Goldsboro**

**Setting**

*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Flats on marine terraces
*Landform position (two-dimensional):* Summit
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Loamy marine deposits

**Typical profile**

*Ap - 0 to 7 inches:* fine sandy loam
*E - 7 to 13 inches:* fine sandy loam
*Bt - 13 to 40 inches:* sandy clay loam
*Btg - 40 to 80 inches:* sandy clay loam

**Properties and qualities**

*Slope:* 2 to 6 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Moderately well drained
*Runoff class:* Low
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)
*Depth to water table:* About 24 to 36 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* Moderate (about 8.1 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 2e
*Hydrologic Soil Group:* B
*Ecological site:* F153AY040NC - Moist Loamy Rises and Flats
*Hydric soil rating:* No

**Minor Components**

**Rains, undrained**

*Percent of map unit:* 5 percent
*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Carolina bays on marine terraces, Flats on marine terraces
*Landform position (two-dimensional):* Summit
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

## Ly—Lynchburg fine sandy loam, 0 to 2 percent slopes, Atlantic Coast Flatwoods

**Map Unit Setting**

*National map unit symbol:* 2vx8k
*Landscape:* Coastal plains
*Elevation:* 0 to 100 feet
*Mean annual precipitation:* 40 to 55 inches
*Mean annual air temperature:* 64 to 70 degrees F
*Frost-free period:* 200 to 310 days
*Farmland classification:* Prime farmland if drained

**Map Unit Composition**

*Lynchburg and similar soils:* 82 percent
*Minor components:* 18 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Lynchburg**

**Setting**

*Landscape:* Coastal plains
*Landform:* Marine terraces
*Landform position (three-dimensional):* Tread
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Loamy marine deposits

**Typical profile**

*Ap - 0 to 6 inches:* fine sandy loam
*E - 6 to 13 inches:* fine sandy loam
*Bt - 13 to 21 inches:* sandy clay loam
*Btg - 21 to 45 inches:* sandy clay loam
*BCg - 45 to 63 inches:* sandy clay loam

**Properties and qualities**

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Somewhat poorly drained
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)
*Depth to water table:* About 6 to 18 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* Low (about 5.1 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 2w
*Hydrologic Soil Group:* B/D
*Ecological site:* F153AY040NC - Moist Loamy Rises and Flats, F153BY040NC - Moist Loamy Rises and Flats
*Hydric soil rating:* No

**Minor Components**

**Goldsboro**

*Percent of map unit:* 8 percent
*Landscape:* Coastal plains
*Landform:* Slightly higher positions on broad interstream divides on marine terraces, Slightly higher positions on flats on marine terraces
*Landform position (three-dimensional):* Talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F153AY040NC - Moist Loamy Rises and Flats, F153BY040NC - Moist Loamy Rises and Flats
*Hydric soil rating:* No

**Rains, undrained**

*Percent of map unit:* 5 percent
*Landscape:* Coastal plains
*Landform:* Depressions on broad interstream divides on marine terraces, Depression on flats on marine terraces, Carolina bays on marine terraces
*Landform position (three-dimensional):* Dip, talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions, F153BY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

**Rains, drained**

*Percent of map unit:* 5 percent
*Landscape:* Coastal plains
*Landform:* Depressions on broad interstream divides on marine terraces, Depressions on flats on marine terraces, Carolina bays on marine terraces
*Landform position (three-dimensional):* Dip, talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions, F153BY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

## NrA—Norfolk sandy loam, 0 to 1 percent slopes

**Map Unit Setting**

*National map unit symbol:* 3tz6
*Landscape:* Coastal plains
*Elevation:* 20 to 160 feet
*Mean annual precipitation:* 40 to 55 inches
*Mean annual air temperature:* 59 to 70 degrees F
*Frost-free period:* 200 to 280 days
*Farmland classification:* All areas are prime farmland

**Map Unit Composition**

*Norfolk and similar soils:* 90 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Norfolk**

**Setting**

*Landscape:* Coastal plains
*Landform:* Broad interstream divides on marine terraces, Flats on marine terraces
*Down-slope shape:* Convex
*Across-slope shape:* Convex
*Parent material:* Loamy marine deposits

**Typical profile**

*Ap - 0 to 9 inches:* sandy loam

*E - 9 to 15 inches:* sandy loam
*Bt1 - 15 to 19 inches:* sandy clay loam
*Bt2 - 19 to 100 inches:* sandy clay loam

**Properties and qualities**

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Well drained
*Runoff class:* Low
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)
*Depth to water table:* About 40 to 72 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* Moderate (about 6.9 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 1
*Hydrologic Soil Group:* B
*Ecological site:* F153AY030NC - Dry Loamy Rises and Flats, F153BY030NC - Dry Loamy Rises and Flats, F133AY420NC - Summits, Loamy and Clayey, Moist
*Hydric soil rating:* No

## NrB—Norfolk sandy loam, 1 to 6 percent slopes

**Map Unit Setting**

*National map unit symbol:* 3tz7
*Landscape:* Coastal plains
*Elevation:* 20 to 160 feet
*Mean annual precipitation:* 40 to 55 inches
*Mean annual air temperature:* 59 to 70 degrees F
*Frost-free period:* 200 to 280 days
*Farmland classification:* All areas are prime farmland

**Map Unit Composition**

*Norfolk and similar soils:* 90 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Norfolk**

**Setting**

*Landscape:* Coastal plains
*Landform:* Low ridges on marine terraces, Broad interstream divides on marine terraces
*Landform position (two-dimensional):* Shoulder, summit
*Landform position (three-dimensional):* Crest
*Down-slope shape:* Convex
*Across-slope shape:* Convex
*Parent material:* Loamy marine deposits

**Typical profile**

*Ap - 0 to 9 inches:* sandy loam
*E - 9 to 15 inches:* sandy loam
*Bt1 - 15 to 19 inches:* sandy clay loam
*Bt2 - 19 to 100 inches:* sandy clay loam

**Properties and qualities**

*Slope:* 2 to 6 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Well drained
*Runoff class:* Low
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)
*Depth to water table:* About 40 to 72 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* Moderate (about 6.9 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 2e
*Hydrologic Soil Group:* B
*Ecological site:* F153AY030NC - Dry Loamy Rises and Flats, F133AY420NC - Summits, Loamy and Clayey, Moist
*Hydric soil rating:* No

## Ra—Rains fine sandy loam, 0 to 2 percent slopes, Atlantic Coast Flatwoods

**Map Unit Setting**

*National map unit symbol:* 2tn9g
*Landscape:* Coastal plains
*Elevation:* 20 to 160 feet
*Mean annual precipitation:* 40 to 55 inches
*Mean annual air temperature:* 59 to 70 degrees F
*Frost-free period:* 200 to 280 days
*Farmland classification:* Prime farmland if drained

**Map Unit Composition**

*Rains, undrained, and similar soils:* 70 percent
*Rains, drained, and similar soils:* 16 percent
*Minor components:* 14 percent
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Rains, Undrained**

**Setting**

*Landscape:* Coastal plains
*Landform:* Flats on marine terraces, Flat broad interstream divides on marine terraces, Carolina bays on marine terraces
*Landform position (three-dimensional):* Talf, dip

*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Loamy marine deposits

**Typical profile**

*Ap - 0 to 7 inches:* fine sandy loam
*Eg - 7 to 16 inches:* fine sandy loam
*Btg - 16 to 41 inches:* sandy clay loam
*BCg - 41 to 66 inches:* sandy clay loam
*Cg - 66 to 80 inches:* sandy clay loam

**Properties and qualities**

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Poorly drained
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.20 to 1.98 in/hr)
*Depth to water table:* About 0 to 12 inches
*Frequency of flooding:* None
*Frequency of ponding:* None
*Available water supply, 0 to 60 inches:* High (about 9.6 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 4w
*Hydrologic Soil Group:* B/D
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions, F153BY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

**Description of Rains, Drained**

**Setting**

*Landscape:* Coastal plains
*Landform:* Flats on marine terraces, Broad interstream divides on marine terraces, Carolina bays on marine terraces
*Landform position (three-dimensional):* Dip, talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Parent material:* Loamy marine deposits

**Typical profile**

*Ap - 0 to 7 inches:* fine sandy loam
*Eg - 7 to 16 inches:* fine sandy loam
*Btg - 16 to 41 inches:* sandy clay loam
*BCg - 41 to 66 inches:* sandy clay loam
*Cg - 66 to 80 inches:* sandy clay loam

**Properties and qualities**

*Slope:* 0 to 2 percent
*Depth to restrictive feature:* More than 80 inches
*Drainage class:* Poorly drained
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.20 to 1.98 in/hr)
*Depth to water table:* About 24 to 36 inches
*Frequency of flooding:* None
*Frequency of ponding:* None

*Available water supply, 0 to 60 inches:* High (about 9.6 inches)

**Interpretive groups**

*Land capability classification (irrigated):* None specified
*Land capability classification (nonirrigated):* 3w
*Hydrologic Soil Group:* B/D
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions, F153BY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

**Minor Components**

**Lynchburg**

*Percent of map unit:* 8 percent
*Landscape:* Coastal plains
*Landform:* Flats on marine terraces, Broad interstream divides on marine terraces
*Landform position (three-dimensional):* Talf
*Down-slope shape:* Linear
*Across-slope shape:* Linear
*Ecological site:* F153AY040NC - Moist Loamy Rises and Flats, F153BY040NC - Moist Loamy Rises and Flats
*Hydric soil rating:* No

**Pantego, ponded**

*Percent of map unit:* 6 percent
*Landscape:* Coastal plains
*Landform:* Broad interstream divides, Flats
*Landform position (three-dimensional):* Talf
*Down-slope shape:* Linear
*Across-slope shape:* Concave
*Ecological site:* F153AY060NC - Wet Loamy Flats and Depressions, F153BY060NC - Wet Loamy Flats and Depressions
*Hydric soil rating:* Yes

# References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

# North Carolina Department of Transportation Encroachment Agreement
# Section X

E021-074-26-00557

ROUTE SR 1700, SR 1713 PROJECT 433-G GUC-Old Tar Road Natural Gas Main Extension COUNTY OF Pitt STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

Greenville Utilities Commission
3355 NC HWY 43
Greenville, North Carolina 27834

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the 7th day of July 20 26 by and between the Department of Transportation, party of the first part; and Greenville Utilities Commission party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) SR 1700, SR 1713, located at the intersection of SR 1700 and SR 1713. On SR 1700 approximately 0.2 miles South of the intersection of SR 1700 and SR 1713. On SR 1700 approximately 0.3 miles North of the intersection of SR 1700 and SR 1713 with the construction and/or erection of: 140 LF 6" PE Gas Main Directional Bore (East/West) and 200 LF 8" PE Gas Main Directional Bore (North/South) installed at the intersection of SR 1700 and SR 1713. 160 LF Jack and Bore of 8" PE Gas Main with a 12" Stainless Steel Casing crossing perpendicular to SR 1700 approximately 0.2 miles South of Intersection of SR 1700 and SR 1713. 150 LF 2" PE Gas Main Directional Bore (East/West) under SR 1700 approximately .3 miles North of intersection of SR 1700 and SR 1713.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials

and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

R/W (161) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

GREENVILLE UTILITIES COMMISSION Established 1905 OFFICIAL SEAL Greenville, North Carolina

DEPARTMENT OF TRANSPORTATION

Signed by:
BY: Robby L. Taylor District Engineer
For: DIVISION ENGINEER
EE1BFCED479F467...

ATTEST OR WITNESS:

Amy Wade

Amy Wade, Executive Secretary
Greenville Utilities Commission

Anthony C. Cannon, General Manager/CEO
Greenville Utilities Commission
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the State Utilities Manager in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

# Pre-Construction

## Contact Offices & Outside Agency issues / Contacts / Info.

1. Approval may be rescinded upon failure to follow any of the provisions in this permit and may be considered a violation of the encroachment agreement.

2. The Encroaching party or their contractor shall provide the following notices prior to construction activity within the NCDOT Right of Way:
    a. Three (3) business days advance phone call at telephone (252) 623-5300 or email to D2D1notifications@ncdot.gov to the District Engineer's office
    b. If the construction falls within the limits of an NCDOT managed construction project, five (5) business days advance phone call to the Division Utility Engineer, Mr. David Kramer at (252) 649-6500 or email to dpkramer@ncdot.gov.

    Failure to provide these notifications prior to beginning construction is subject to the Division Engineer's discretion to cease construction activity for this encroachment. NCDOT reserves the right to cease any construction or maintenance work associated with this installation by the encroaching party until the construction or maintenance meets the satisfaction of the Division Engineer or their representative.

3. Prior to beginning work, it is the requirement of the Encroaching Party to contact the appropriate Utility Companies involved and make arrangements to adjust or relocate any utilities that conflict with the proposed work.

4. It shall be the responsibility of the encroaching party to determine the location of utilities within the encroachment area. NCGS § 87-115 through § 87-130 of the Underground Utility Safety and Damage Prevention Act requires underground utilities to be located by calling 811 prior to construction. The encroaching party shall be responsible for notifying other utility owners and providing protection and safeguards to prevent damage or interruption to existing facilities and maintain access to them.

5. The encroaching party shall notify the appropriate municipal office prior to beginning any work within the municipality's limits of jurisdiction.

6. Excavation within 1000 feet of a signalized intersection will require notification by the encroaching party to the Division Traffic Engineer at telephone number (252) 439-2829 no less than one week prior to beginning work. All traffic signal or detection cables must be located prior to excavation. Cost to replace or repair NCDOT signs, signals, pavement markings or associated equipment and facilities shall be the responsibility of the encroaching party.

7. At the option of the District Engineer, a preconstruction meeting including representatives of NCDOT, the encroaching party, contractors and municipality, if applicable, shall be required. A pre-construction conference held between a municipality (or other facility owner) and a contractor without the presence of NCDOT personnel with subsequent construction commencing may be subject to NCDOT personnel ceasing any work on NCDOT right-of-way related to this encroachment until such meeting is held. Contact the District office to schedule.

8. At the discretion of the District Engineer, a NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NCDOT R/W form (See corresponding attachment) with the scheduled pre-construction meeting and associated construction schedule details must be completed and submitted to the District Engineer's office a minimum of one week prior to construction.

9. At the discretion of the District Engineer, the encroaching party (not the utility contractor) shall make arrangements to have a qualified inspector, under the supervision of a Professional Engineer registered in North Carolina, on site at all times during construction. The registered Professional Engineer shall be required to submit a signed and PE sealed certification that the utility was installed in accordance with the encroachment agreement.

## Legal & Right-of-Way Issues

10. This approval and associated plans and supporting documents shall not be interpreted to allow any design change or change in the intent of the design by the Owner, Design Engineer, or any of their representatives. Any revisions or changes to these approved plans or intent for construction must be obtained in writing from the Division Engineer's office or their representative prior to construction or during construction if an issue arises during construction to warrant changes.

11. NCDOT does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought about by any property owner by reason of this installation. It is the responsibility of the encroaching party to verify the right of way.

12. Encroaching party shall be responsible for obtaining all necessary permanent and/or temporary construction, drainage, utility and/or sight distance easements.

13. All Right of Way and easements necessary for construction and maintenance shall be dedicated to NCDOT with proof of dedication furnished to the District Engineer prior to beginning work.

14. No commercial advertising shall be allowed within NCDOT Right of Way.

15. The encroaching party shall obtain proper approval from all affected pole owners prior to attachment to any pole.

16. This agreement does not authorize installations within nor encroachment onto railroad rights of way. Permits for installations within railroad right of way must be obtained from the railroad and are the responsibility of the encroaching party.

## Work Zone Traffic

17. Traffic control shall be coordinated with the District Engineer at (252) 623-5300 and the Division Traffic Engineer at telephone (252) 439-2829, prior to construction.

18. <u>WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM</u>

    All personnel performing any activity inside the highway right of way are required to be familiar with the NCDOT Maintenance / Utility Traffic Control Guidelines (MUTCG). No specific training course or test is required for qualification in the Maintenance /Utility Traffic Control Guidelines (MUTCG).

    All flagging, spotting, or operating Automated Flagger Assist Devices (AFAD) inside the highway right of way requires qualified and trained Work Zone Flaggers. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

    All personnel involved with the installation of Work Zone Traffic Control devices inside the highway right of way are required to be qualified and trained Work Zone Installers. Training for this

certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

All personnel in charge of overseeing work zone Temporary Traffic Control operations and installations inside the highway right of way are required to be qualified and trained Work Zone Supervisors. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

For questions and/or additional information regarding this training program please refer to https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx or call the NCDOT Work Zone Traffic Control Section (919) 814-5000.

19. The party of the second part shall employ traffic control measures that are in accordance with the prevailing federal, state, local, and NCDOT policies, standards, and procedures. These policies, standards, and procedures include, but are not limited to the following:
    a. Manual on Uniform Traffic Control Devices (MUTCD) – North Carolina has adopted the MUTCD to provide basic principles and guidelines for traffic control device design, application, installation, and maintenance. North Carolina uses the MUTCD as a minimum requirement where higher supplemental standards specific to North Carolina are not established. Use fundamental principles and best practices of MUTCD (Part 6, Temporary Traffic Control).
    b. NCDOT Maintenance / Utility Traffic Control Guidelines – This document enhances the fundamental principles and best practices established in MUTCD Part 6, Temporary Traffic Control, incorporating NCDOT-specific standards and details. It also covers important safety knowledge for a wide range of work zone job responsibilities.

20. If the Traffic Control Supervisor determines that portable concrete barrier (PCB) is required to shield a hazard within the clear zone, then PCB shall be designed and sealed by a licensed North Carolina Professional Engineer. PCB plans and design calculations shall be submitted to the District Engineer for review and approval prior to installation.

21. Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police, EMS and fire stations, fire hydrants, secondary schools, and hospitals.

22. Traffic shall be maintained at all times. All lanes of traffic are to be open during the hours of 7:00 A.M. to 9:00 A.M. and from 4:00 P.M. to 6:00 P.M. Monday through Friday, during any time of inclement weather, **or as directed by the District Engineer**. If the location of work calls for a rolling roadblock on Interstates and divided highway US routes, the restriction is to work only on Sunday from 1:00 A.M. to 10:00 A.M, **or as Directed by the District Engineer**. Any violation of these hours will result in ceasing any further construction by the Encroaching Party or their contractor.

23. Nighttime and weekend operations will NOT be allowed unless written approval is received from the District Engineer. If nighttime or weekend work is allowed or required, all signs must be retro-reflective, and a work zone lighting plan must be submitted for approval prior to construction.

24. Two-way traffic shall be maintained at all times unless designated by the District Engineer. Traffic shall not be rerouted or detoured without the prior written approval from the District Engineer. No utility work will be allowed on state holidays from 7:00 PM the night before through 9:00 AM the day prior to, following or during local events without prior approval from the District Engineer. If the construction is within 1000 feet of a school location or on a designated bus route, the construction shall be coordinated with the school start and end times to avoid traffic delays.

25. Work requiring lane or shoulder closures shall not be performed on both sides of the road simultaneously within the same area.

26. Any work requiring equipment or personnel within 5 feet of the edge of any travel lane of an undivided facility and within 10 feet of the edge of any travel lane of a divided facility shall require a lane closure with appropriate tapers per current *NCDOT Roadway Standard Drawings or MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES*.

27. At the discretion of the District Engineer, a traffic control plan shall be developed and submitted under the seal and signature of a Licensed North Carolina Professional Engineer prior to construction. The plan shall be specific to the site and adequately detailed. Issues such as the close proximity to intersections shall be addressed.

28. Temporary and final pavement markings are the responsibility of the encroaching party. Final pavement markings and sign plans shall be submitted with the encroachment request to the Division Traffic Engineer prior to construction. Final pavement markings shall be thermoplastic unless otherwise directed by the Division Traffic Engineer or District Engineer.

29. Any pavement markings that are damaged or obliterated shall be restored by the encroaching party at no expense to NCDOT.

30. Sidewalk closures shall be installed as necessary. Pedestrian traffic shall be detoured around these closures and shall be signed appropriately and in accordance with The American with Disabilities Act Accessibility Guidelines. The encroaching party must adhere to the guidelines for accommodating pedestrians in encroachment work zones as described in the NCDOT Pedestrian Work Zone Accommodations Training found at https://www.youtube.com/watch?v=AOuYa5IW3dg&feature=youtu.be

## Roadside Environmental

31. The encroaching party shall comply with all applicable Federal, State and local environmental regulations and shall obtain all necessary Federal, State and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species and historical sites. Additional information can be obtained by contacting the NCDOT Roadside Environmental Engineer regarding the North Carolina Natural Heritage Program or the United States Fish and Wildlife Services. Contact the Division Roadside Environmental Engineer's Office at (252) 439-2939.

32. When surface area in excess of one acre will be disturbed, the Encroacher shall submit a Sediment and Erosion Control Plan which has been approved by the appropriate regulatory agency or authority prior to beginning any work on the Right of Way. Failure to provide this information shall be grounds for suspension of operations. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with the approved sediment and erosion control plan.

33. The Verification of Compliance with Environmental Regulations (VCER-1) form is required for all non-utility encroachment agreements or any utility encroachments when land disturbance within NCDOT right of way exceeds 1 acre. When required, the VCER-1 form must be PE sealed by a NC registered professional engineer who has verified that all appropriate environmental permits (if applicable) have been obtained and all applicable environmental regulations have been followed.

34. All erosion control devices and measures shall be constructed, installed, maintained, and removed by the Encroacher in accordance with all applicable Federal, State, and Local laws, regulations,

ordinances, and policies. Permanent vegetation shall be established on all disturbed areas in accordance with the recommendations of the Division Roadside Environmental Engineer. All areas disturbed (shoulders, ditches, removed accesses, etc.) shall be graded and seeded in accordance with the latest *NCDOT Standards Specifications for Roads and Structures* and within 15 calendar days with an approved NCDOT seed mixture (all lawn type areas shall be maintained and reseeded as such). Seeding rates per acre shall be applied according to the Division Roadside Environmental Engineer. Any plant or vegetation in the NCDOT planted sites that is destroyed or damaged as a result of this encroachment shall be replaced with plants of like kind or similar shape.

35. No trees within NCDOT right of way shall be cut without authorization from the Division Roadside Environmental Engineer. An inventory of trees measuring greater than 4 caliper inches (measured 6" above the ground) is required when trees within C/A right of way will be impacted by the encroachment installation. Mitigation is required and will be determined by the Division Roadside Environmental Engineer's Office.

36. Prior to installation, the Encroaching Party shall contact the District Engineer to discuss any environmental issues associated with the installation to address concerns related to the root system of trees impacted by boring or non-utility construction of sidewalk, roadway widening, etc.

37. The applicant is responsible for identifying project impacts to waters of the United States (wetlands, intermittent streams, perennial streams and ponds) located within the NCDOT right-of-way. The discharge of dredged or fill material into waters of the United States requires authorization from the United States Army Corps of Engineers (USACE) and certification from the North Carolina Division of Water Quality (NCDWQ). The applicant is required to obtain pertinent permits or certification from these regulatory agencies if construction of the project impacts waters of the United States within the NCDOT right-of-way. The applicant is responsible for complying with any river or stream Riparian Buffer Rule as regulated by the NCDWQ. The Rule regulates activity within a 50-foot buffer along perennial streams, intermittent streams and ponds. Additional information can be obtained by contacting the NCDWQ or the USACE.

38. The contractor shall not begin the construction until after the traffic control and erosion control devices have been installed to the satisfaction of the Division Engineer or their agent.

39. The contractor shall perform all monitoring and record keeping and any required maintenance of erosion and sediment control measures to maintain compliance with stormwater regulations.

## Bonds

40. A Performance and Indemnity Bond in the amount of $x,xxx.xx shall be posted with the District Engineer's Office by the Party of the Second Part prior to beginning any work within the NCDOT Right of Way. The bond shall be held for a minimum of one year after a satisfactory final inspection of the installation by NCDOT. The bond may be held for a period longer than one year after completion if, in the opinion of NCDOT, the size or complexity of the installation warrants a longer period.

41. The release of the bond is subject to a final inspection by NCDOT. Contact the District office to schedule a Final Inspection and to request release of the bond.

42. When a Continuing Indemnity bond is on file with the central Raleigh office, the cashing of that bond may be used to fund any necessary repairs by NCDOT forces for unaddressed defects in workmanship by the encroaching party and/or by their contractor.

## Control of Access

43. No access to the job site, parking or material storage shall be allowed along or from the **Control of Access Roadway.**

44. The installation within the Control of Access fence shall not adversely affect the design, construction, maintenance, stability, traffic safety or operation of the controlled access highway, and the utility must be serviced without access from the through-traffic roadways or ramps.

45. The resetting of the Control of Access fence shall be in accordance with the applicable NCDOT standard and as directed by the Division Engineer or their representative.

## Contract Managed Interstates & Toll Routes

46. This installation is within the NCDOT Division 02 Interstate Corridor right of way. The encroaching party shall notify the following at least ten (10) business days prior to beginning construction: NCDOT Division 02 Interstate Maintenance: Division Maintenance Engineer or by phone at (252) 775-6100.

## STIP (or Division Managed) Projects

47. State Transportation Improvement Project (STIP) X-XXXX is scheduled for future construction. Any encroachment determined to be in conflict with the construction of this NCDOT project shall be removed and/or relocated at the encroaching party's expense.

# Construction

## General

48. An executed copy of the encroachment agreement, provisions and approved plans shall be present at the construction site at all times. If safety or traffic conditions warrant such an action, NCDOT reserves the right to further limit, restrict or suspend operations within the right of way.

49. If the approved method of construction is unsuccessful and other means are required, prior approval must be obtained through the District Engineer before construction may continue.

50. Any REVISIONS marked in RED on the attached non-PE sealed plans shall be incorporated into and made part of the approved encroachment agreement.

51. All disturbed areas are to be fully restored to current NCDOT minimum roadway standards or as directed by the Division Engineer or their representative. Disturbed areas within NCDOT Right-of-Way include, but not limited to, any excavation areas, pavement removal, drainage or other features.

52. The encroaching party shall notify the Division Engineer or their representative immediately in the event any drainage structure is blocked, disturbed or damaged. All drainage structures disturbed, damaged or blocked shall be restored to its original condition as directed by the Division Engineer or their representative.

53. A minimum of 5 feet clearance is required for utility installations beneath or near drainage pipes, headwalls, and a minimum of two-foot clearance below the flowline of streams. If directional drilling, a minimum ten-foot clearance distance is required from drainage structures and a minimum of 5 feet below flowline of streams.

54. At points where the utility is placed under existing storm drainage, the trench will be backfilled with excavatable flowable fill up to the outside diameter of the existing pipe.

55. Unless specified otherwise, during non-working hours, equipment shall be located away from the job site or parked as close to the right of way line as possible and be properly barricaded in order not to have any equipment obstruction within the Clear Zone. Also, during non-working hours, no parking or material storage shall be allowed along the shoulders of any state-maintained roadway.

56. The Encroaching Party and/or their Contractor shall comply with all OSHA requirements. If OSHA visits the work area associated with this encroachment, the District Office shall be notified by the encroaching party immediately if any violations are cited.

57. Any guardrail removed or damaged during construction shall be replaced or repaired to its original condition, meeting current NCDOT standards or as directed by the Division Engineer or their representative.

58. Right of Way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.

59. All Traffic signs moved during construction shall be reinstalled as soon as possible to the satisfaction of the Division Engineer or their representative.

60. Detection tape, where required by NCGS § 87-115 through § 87-130 of the Underground Utility Safety and Damage Prevention Act, shall be buried in the trench approximately 1 foot above the installed facility. Where conduit is installed in the right of way and is not of ferrous material, locating tape or detection wire shall be installed with the conduit.

61. All driveways disturbed during construction shall be returned to a state comparable with the condition of the driveways prior to construction.

62. Conformance with driveway permit review should be required in conjunction with this encroachment agreement. In the event there is a conflict between the driveway permit and the encroachment agreement, the District Engineer should resolve the conflict and notify the parties involved.

## Engineering

63. All traffic control, asphalt mixes, structures, construction, workmanship and construction methods, and materials shall be in compliance with the most-recent versions of the following resources: *ASTM Standards*, *Manual on Uniform Traffic Control Devices, NCDOT Utilities Accommodations Manual, NCDOT Standard Specifications for Roads and Structures, NCDOT Roadway Standard Drawings,* NCDOT *Asphalt Quality Management System* manual, **and the approved plans.**

64. Regulator stations, metering stations, cathodic test stations, and anode beds are not permitted within NCDOT right of way. Header wires are permitted.

65. Non-Utility Communication and Data Transmission installations (ground mounted type or Small Cell pole-mounted type) must adhere to guidelines in the Utilities Accommodations Manual and, when

located within municipal jurisdictions, are subject to review and approval by municipal ordinances and any additional municipal approval for proximity to historic districts and landmarks. All wiring and related telecommunications work shall conform to the latest regulations by the Federal Communications Commission.

66. All wiring and related electrical work shall conform to the latest edition of the National Electrical Safety Code.

67. Prior approval for any blasting must be obtained from the Division Engineer or their representative.

## Location within R/W

68. All utility access points, such as manholes, vaults, handholes, splice boxes and junction boxes shall be located as close to the right of way line as possible and shall not be placed in the ditch line, side slopes of the ditches or in the pavement. All manholes, handholes, splice boxes, junction boxes and vaults and covers shall be flush with the ground when located within the vehicle clear zone. Slack loops for telecommunications in industry standard housing units shall be buried a minimum of 18 inches when buried or meet minimum NCDOT vertical and horizontal clearances when installed aerially.

69. Any utility markers, cabinets, pedestals, meter bases and services for meter reading required shall be as close to the Right of Way line as possible. If it is not feasible to install at or near Right of Way line, then written approval shall be obtained from NCDOT prior to installation.

70. Fire Hydrants shall be of the breakaway type. Hydrants shall be placed near the right of way line. In curb and gutter sections with written approval from the District, the hydrants may be placed at 6' behind the back of the curb or minimum 2’ back of sidewalk.

71. Hot box (aka ASSE 1060) or Safe-T-Cover type enclosures covering utility main pipe joints, backflow preventers, valves, vent pipes, cross connections, pumps, grinders, irrigation assemblies, transformers, generators, and other similar large appurtenances shall be located outside sight distance triangles and off of the NCDOT Right-of-Way.

72. Sprinkler heads shall be located a minimum of 10 feet from the edge of pavement, edge of shoulder, or back of curb whichever is greater and shall be directed so that water does not spray or drain on the roadway surface, sidewalk, or passing vehicles at any time. Upon completion of the installation and prior to activation of the system, the Encroacher shall contact the District Engineer to schedule a test of the system to verify the spray pattern. Sprinkler systems shall not be operated during periods of high wind or freezing weather, or to the extent that the subgrade adjacent to the pavement structure becomes saturated. NCDOT reserves the right to require immediate termination and removal of any sprinkler system which in its judgement and opinion adversely affects safety, maintenance, or operation of the roadway.

73. Luminaire and/or utility poles and guy wires shall be set as close to the Right of Way line as practical and outside the Clear Zone in accordance with the latest version of the AASHTO Roadside Design Guide (See corresponding attachment) or made breakaway in accordance with the requirements of NCHRP Report 350. Any relocation of the utility poles from the original design due to Clear Zone requirements shall require a re-submittal for the utility design.

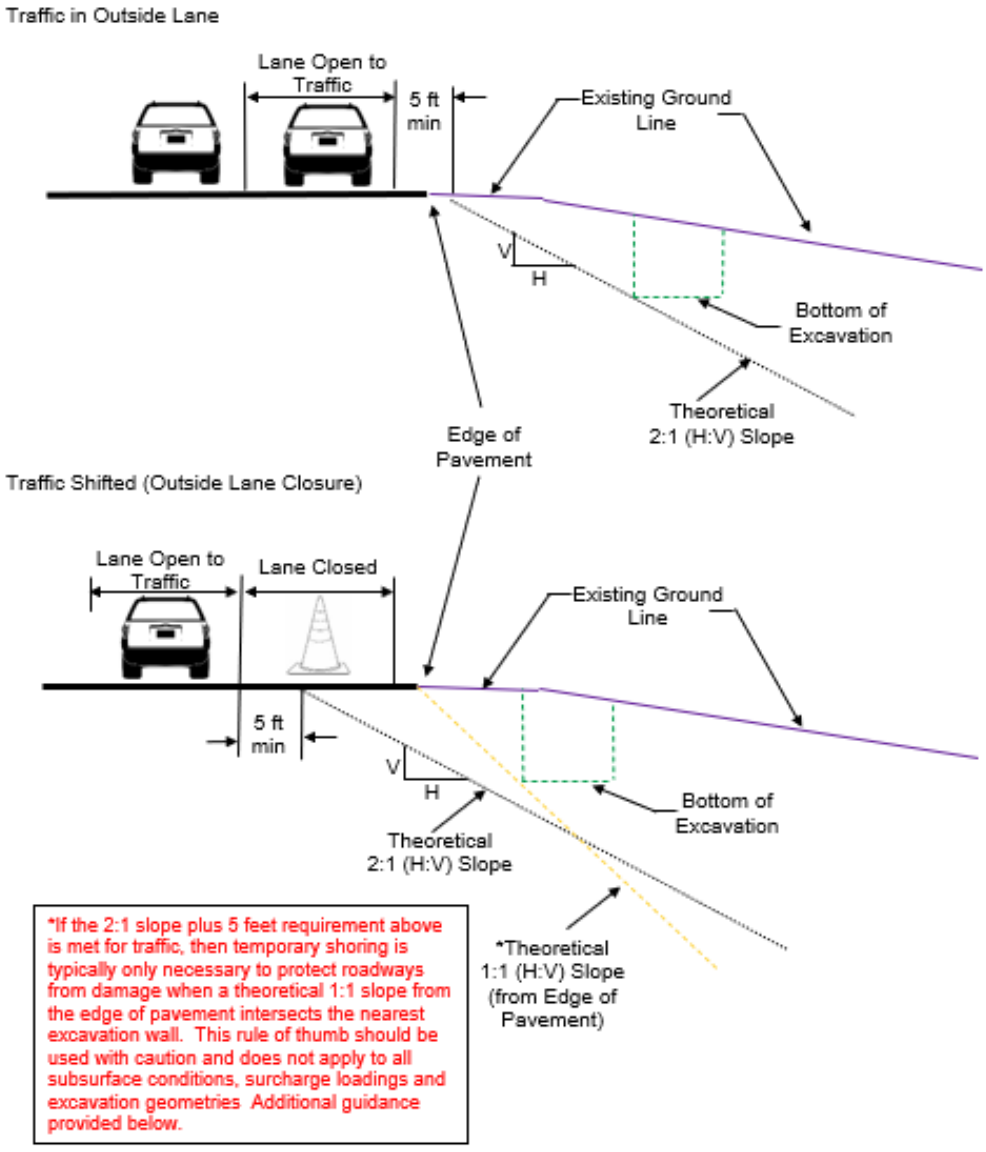
74. Luminaire and/or utility poles shall be set a minimum of 5’-6” behind face of any guardrail or otherwise sufficiently protected. However, standard placement may be reduced to 3’-6” behind face of guardrail when posts are spaced 3’-1 ½”, or where speed limit is less than 55 MPH.

## Excavation

75. Excavation material shall not be placed on pavement.

76. It is the responsibility of the encroaching party or their contractor to prevent any mud/dirt from tracking onto the roadway. Any dirt which may collect on the roadway pavement from equipment and/or truck traffic on site shall be immediately removed to avoid any unsafe traffic conditions.

77. The utility shall be installed within 5 feet of the right of way line and outside the 5-foot minimum from travel lane plus theoretical 2:1 slope from the edge of pavement to the bottom of the nearest excavation wall for temporary shoring. Temporary shoring is required when a theoretical 2:1 slope from the bottom of excavation will intersect the existing ground line less than 5 feet from the outside edge of an open travel lane as shown in the figure below or when a theoretical 2:1 slope from the bottom of excavation will intersect any existing structure, support, utility, property, etc. to be protected.



If the 2:1 slope plus 5 feet requirement above is met for traffic, then temporary shoring is typically only necessary to protect roadways from damage when a theoretical 1:1 slope from the edge of pavement intersects the nearest excavation wall. This rule of thumb should be used with caution and does not apply to all subsurface conditions, surcharge loadings and excavation geometries. Situations where this 1:1 slope is not recommended include groundwater depth is above bottom of excavation or excavation is deeper than 10 feet or in Type B or C soils as defined by OSHA Technical Manual. Temporary shoring may be avoided by locating trenches, bore pits, and other excavations far enough away from the open travel lane, edge of pavement and any existing structure, support, utility, property, etc. to be protected.

Temporary shoring shall be designed and constructed in accordance with current NCDOT Standard Temporary Shoring provisions (refer to https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx and see SP11 R002

a. Temporary excavation shoring, such as sheet piling, shall be installed. The design of the shoring shall include the effects of traffic loads. The shoring system shall be designed and sealed by a licensed North Carolina Professional Engineer. Shoring plans and design calculations shall be submitted to the Division Engineer for review and approval prior to construction. (See NCDOT *Utilities Accommodations Manual* for more information on requirements for shoring plans, design calculations, and subsurface investigation report.) **Trench boxes shall not be accepted as temporary shoring and will not be approved for use in instances where shoring is required to protect the highway, drainage structure, and/or supporting pavement or structure foundation**.
b. All trench excavation inside the limits of the theoretical two-to-one slope plus 5 feet requirement, as defined by the policy, shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight. Any excavation that is not backfilled by the end of the workday must address any safety and traveling public concerns including accommodations for bicycles, pedestrians and persons with disabilities.
c. The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be backfilled in accordance with Section 300-7 of the latest *NCDOT Standard Specifications for Roads and Structures,* which basically requires the backfill material to be placed in layers not to exceed 6 inches loose and compacted to at least 95% of the density obtained by compacting a sample in accordance with AASHTO T99 as modified by DOT.
d. At the discretion of the Division Engineer, a qualified NCDOT inspector shall be on the site at all times during construction. The encroaching party shall reimburse NCDOT for the cost of providing the inspector. If NCDOT cannot supply an inspector, the encroaching party (not the utility contractor) should make arrangements to have a qualified inspector, under the supervision of a licensed North Carolina Professional Engineer, on the site at all times. The Professional Registered Engineer shall certify that the utility was installed in accordance with the encroachment agreement and that the backfill material meets the Statewide Borrow Criteria.
e. The length of parallel excavation shall be limited to the length necessary to install and backfill one joint of pipe at a time, not to exceed twenty-five (25) feet.

78. All material to a depth of 8 inches below the finished surface of the subgrade shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. The subgrade shall be compacted at a moisture content which is approximately that required to produce the maximum density indicated by the above test method. The contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade. The option to backfill any trenches with dirt or either #57 stone or #78 stone with consolidation with a plate tamp and without a conventional density test

may be pursued with the written consent of the District Engineer. If this option is exercised, then roadway ABC stone and asphalt repair as required will also be specified by the District Engineer.

## Boring

79. Boring equipment will be provided of a type and size to facilitate boring in the local geologic conditions and shall be able to facilitate the encroachment work.

80. When Horizontal Directional Drilling (HDD) is used, the following stipulations apply:
    a. Use drilling fluids as appropriate for the type soils but use of water alone is prohibited. Pump drilling fluids only while drilling or reaming. Directional boring using jetting with a Bentonite (or equivalent material) slurry is recommended. Monitor flow rates to match the amount leaving the bore hole and do not increase pressure or flow to free stuck drill heads, reamers or piping. Open cutting to retrieve stuck drill heads is not allowed without prior permission from the District Engineer.
    b. The minimum depth shall adhere to the table below for transverse (under non-controlled access, partial controlled access, or limited controlled access roadway) installations and refers to maximum diameter of hole drilled and not the dimension of the carrier or encasement pipe.

| Diameter of Drilled Hole (Backream) | Minimum Depth of Cover |
|---|---|
| 2" to 6” | 5 feet |
| >6” to 15” | 12 times hole diameter (e.g. 6-inch hole means 6 feet minimum depth) |
| >15” to 36” | 15 feet or greater |

    c. Under fully controlled access roadway installations, the minimum depth for transverse crossings shall be 15 feet under any pavement (ramps or thru lanes)
    d. An overbore (backream diameter) shall not be more than 1.5 times the outside diameter of the pipe or encasement under any highway for pipes 12 inches in diameter or less. For pipes with outer diameter larger than 12 inches, the overbore may be no larger than outer diameter of pipe plus 6 inches. An overbore exceeding 1.5 times greater than the outside diameter of the pipe or encasement may be considered if the encroachment agreement includes a statement signed and sealed by a licensed North Carolina Professional Engineer indicating that an overbore in excess of 1.5 times the outside diameter of the pipe or encasement will appropriately arch and no damage will be done to the pavement or sub-grade.
    e. Directional boring is allowed beneath embankment material in naturally occurring soil.
    f. Any parallel installation utilizing the directional boring method shall be made at a minimum depth of three (3’) feet (cover) below the ground surface and outside the theoretical 1:1 slope from the existing edge of pavement except where the parallel installation crosses a paved roadway.
    g. All directional bores shall maintain ten (10) feet minimum (clear) distance from the nearest part of any structure, including but not limited to bridges, footings, pipe culverts or box culverts. Directional bores are not allowed beneath bridge footings, culvert wingwall footings, slope protection or retaining walls.
    h. The tip of the drill string shall have a cutter head.
    i. Detection wire shall be installed with non-ferrous material.
    j. HDPE pipe installed by directional boring shall not be connected to existing pipe or fittings for one (1) week from the time of installation to allow tensional stresses to relax.

## Aerial clearances

81. Vertical clearance of overhead power and communication lines shall meet the National Electrical Safety Code requirements except the minimum vertical clearance shall be 18' for crossings over NCDOT roadways (24' over Fully Controlled Access roadways) and 16' for parallel installations.

82. When applicable for aerial installations, in relation to the bridge, the utility line shall be located with minimum clearances as indicated in Figure 3-3 in the Utilities Accommodations Manual for NCDOT **Required Clearances for Aerial Installations by Encroachment Near Bridge Structures**.

## Pavement Detail and Repair

1. The paving of this roadway shall be in accordance with the latest version of NCDOT Standard Specifications, Sections 610, 1012 and 1020. The Contractor shall follow all procedures of the latest Quality Management System (QMS) Asphalt Manual for asphalt pavement - Maintenance Version (see https://connect.ncdot.gov/resources/Materials/MaterialsResources/Forms/Default.aspx) to find the most recent version. The Contractor must adhere to all testing requirements and quality control requirements specified. The Contractor shall contact the NCDOT Division QA Supervisor prior to producing plant mix and make the Supervisor aware that the mix is being produced for a future NCDOT road. Contact the District Engineer to determine the NCDOT Division QA Supervisor. Only NCDOT approved mix designs will be acceptable. A Quality Control Plan shall be submitted (as Directed by the District Engineer) to the District Engineer's Office prior to asphalt production utilizing form QMS-MV1. Failing mixes and/or densities are subject to penalties including monetary payments or removal and replacement. To minimize traffic queuing in construction areas, the possibility of traffic detours may be considered when working on high traffic routes even if traffic control is used. The District Engineer may require traffic detours.

2. When paving beyond utility installation is involved, a Roadway certification report sealed by a Professional Engineer shall be submitted to the District Engineer's office indicating the following:
    - Pavement thickness by type
    - Pavement density, core and/or test locations
    - Base thickness
    - Base density
    - Subgrade density

    Test frequency and method shall be in conformance with the NCDOT *Materials and Tests Manual*. Test must be performed by a Certified Technician including name and Certification number on report.

3. "Potholing" (or "daylighting") pavement cores to expose existing utilities shall be made with a circular minimum 6" to maximum 18" diameter "test" hole to a maximum depth of 12 inches. Pavement core locations shall not be placed in the wheel path whenever possible. Vacuum excavation shall be utilized to expose underground utilities below pavement subgrade. Displaced dirt and rock debris must be suctioned away from the excavation area through a large hose to a vacuum truck and disposed by the encroaching party. Avoid using mechanized equipment in the proximity of all exposed underground utility lines. Pavement cores shall be repaired within the same working day. The pavement core shall be retained and evaluated for reuse to fill the core hole.

    The excavation shall be backfilled and compacted with select material to the bottom of the existing pavement structure or as indicated by the District Engineer. If in good condition, the retained core shall be placed in the hole and secured with a waterproof, mechanical joint. If the pavement core is damaged and cannot be re-used, the core may be replaced with the surface mix, S9.5B. The asphalt patch shall match the thickness of the existing asphalt or four inches, whichever is greater and the use

of NCDOT approved sealant applied to the cracks to fill the voids. All materials must be listed on the NCDOT Approved Products List (APL) found at: https://apps.ncdot.gov/vendor/approvedproducts/.

4. The minimum pavement design for pavement repair shall be according to the most recent version of NCDOT Standard Drawing 654.01 (https://connect.ncdot.gov/resources/Specifications/Pages/default.aspx). The version valid in 2024 through 2030 is located at https://connect.ncdot.gov/resources/Specifications/2024StandardRdwyDrawings/Div%206%20Combined.pdf. The pavement design shall include a mechanical overlay extent to be a minimum of 25 feet each side of the pavement repair area OR as directed by the District Engineer.
5. Pavement cuts shall be repaired the same day the cuts are made unless an asphalt patch cannot be accomplished the same day due to material availability or time restrictions. When the asphalt patch is not feasible, the following apply:
    a. The pavement cut shall be filled to the surface with ABC stone or Flowable Fill per NCDOT's Standards and Specifications.
    b. Once the cut is filled, a minimum ¾-inch steel plate shall be placed and pinned to prevent moving. Plates shall be designed large enough to span a minimum of 1-foot on all sides on the pavement cut.
    c. When flowable fill is used, it shall cure for 24 hours prior to any asphalt material placement. Flowable fill bleed water shall not be present during paving operations. Paving shall not cause damage (shoving, distortion, pumping, etc.) to the flowable fill.
    d. Install and leave "BUMP" signs according to MUTCD until the steel plate has been removed. Once the flowable fill has cured, remove the steel plate, and mill/fill according to the directions of the District Engineer.
    e. All pavement cuts must be sealed with NCDOT approved sealant to prevent future pavement separation or cracking.
6. Any pavement damaged because of settlement of the pavement or damaged by equipment used to perform encroachment work, shall be re-surfaced to the satisfaction of the District Engineer. This may include the removal of pavement and a 50' mechanical overlay. All pavement work and pavement markings (temporary and final) are the responsibility of the Encroaching Party.

# Post Construction

## Close out/ Inspection

7. The Encroaching party shall notify the District Engineer's office within 2 business days after construction is complete. The District Engineer may perform a construction inspection. Any deficiencies may be noted and reported to the encroaching party to make immediate repairs or resolve any issues to restore the right-of-way to a similar condition prior to construction, including pavement, signage, traffic signals, pavement markings, drainage, structures/pipes, or other highway design features.
8. At the discretion of the District Engineer, a final inspection report may be provided to the encroaching party upon satisfactory completion of the work.
9. When a performance bond is required, a written acknowledgement of the completed work by the District Engineer's office begins the one-year warranty period associated with the performance bond.

10. If the actual construction differs from the approved plans associated with this encroachment, a copy of "as-built" plans shall be submitted to the District Engineer's office in a PDF format and in a current ESRI GIS format within 4 weeks of construction.

11. The encroaching party shall provide the North Carolina Turnpike Authority **(**NCTA) with an electronic copy of coordinate correct as-built plans within two weeks of installation completion. Failure to provide the as-built plans may jeopardize future approvals within NCTA right of way.

12. A copy (in PDF format) of the completed ground water analysis shall be given to the District Engineer, including detailed drawings of the "as-built" wells showing location, depth and water level in well.

# ATTACHMENT FORM

NOTIFICATION FOR UTILITY / NON-UTILITY ENCROACHMENT WITHIN NCDOT R/W

Instructions for use:
This form must be completed in its entirety and submitted directly to the designated personnel in the District Engineer's office via email, fax or hand delivery a minimum of one week prior to construction for the encroachment. If the designated NCDOT personnel names are unknown by the person completing this form, please contact the District Engineer's office to determine that contact info.

Date: _____ Submitted by Name: _____

To: District Personnel Name: _____
District Personnel Email: _____
District Fax No.: _____

This notification is to inform you that we (encroaching party or their contractor) will begin construction work on the following project in a minimum of one week.

Encroachment number
(assigned by NCDOT) for the project: _____

Construction start date: _____

Approximate ending date: _____

Contact NCDOT inspector a minimum of 72 hrs. in advance to set-up Preconstruction meeting in the District Engineer's office or other location as directed by the District Engineer

Preconstruction meeting date & time: _____

Preconstruction meeting address: _____
_____

Type of project: _____
*[Examples: power, telecommunication, water, sewer, gas, petroleum, other (describe)]*

**Contact Info for this project:**

Contractor Company Name:
_____
Contractor Contact Name:
_____
Contractor Phone Number:
_____
Contractor Email:
_____

NCDOT Utility Inspector Name:
_____
NCDOT Utility Inspector Phone:
_____
NCDOT Utility Inspector Email:
_____
NCDOT Utility Project Manager Name:
_____
NCDOT Utility Project Manager Phone:
_____
NCDOT Utility Project Manager Email:
_____

# Private Facility Encroachment
# Hold Harmless Declaration

Encroachment Agreement Second Party: _____

_____

_____

Encroachment Number: _____

County: _____

The party of the second part of the above-referenced encroachment agreement agrees to indemnify and save harmless the North Carolina Department of Transportation from all claims of liability for the overburdening of right of way easements caused by the installation of private facilities owned by the party of the second part and installed under the approval of the above-referenced encroachment agreement.

Second Party: _____

_____

_____

Attest or Witness: _____

_____

_____

Date: _____

Published by NCDOT Utilities Unit 7/17/2017
Separate Form to be signed by each property owner affected by the installation.

**Attachment for Clear Zone Guidelines from AASHTO**



Clear - Zone Table

**TABLE 3.1 (Cont'd)**

[U.S. Customary Units]

| DESIGN SPEED | DESIGN ADT | FORESLOPES | | | BACKSLOPES | | |
|---|---|---|---|---|---|---|---|
| | | 1V:6H or flatter | 1V:5H TO 1V:4H | 1V:3H | 1V:3H | 1V:5H TO 1V:4H | 1V:6H or flatter |
| 40 mph or less | UNDER 750 | 7 – 10 | 7 – 10 | ** | 7 – 10 | 7 – 10 | 7 – 10 |
| | 750 – 1500 | 10 – 12 | 12 – 14 | ** | 10 – 12 | 10 – 12 | 10 – 12 |
| | 1500 – 6000 | 12 – 14 | 14 – 16 | ** | 12 – 14 | 12 – 14 | 12 – 14 |
| | OVER 6000 | 14 – 16 | 16 – 18 | ** | 14 – 16 | 14 – 16 | 14 – 16 |
| 45–50 mph | UNDER 750 | 10 – 12 | 12 – 14 | ** | 8 – 10 | 8 – 10 | 10 – 12 |
| | 750 – 1500 | 14 – 16 | 16 – 20 | ** | 10 – 12 | 12 – 14 | 14 – 16 |
| | 1500 – 6000 | 16 – 18 | 20 – 26 | ** | 12 – 14 | 14 – 16 | 16 – 18 |
| | OVER 6000 | 20 – 22 | 24 – 28 | ** | 14 – 16 | 18 – 20 | 20 – 22 |
| 55 mph | UNDER 750 | 12 – 14 | 14 – 18 | ** | 8 – 10 | 10 – 12 | 10 – 12 |
| | 750 – 1500 | 16 – 18 | 20 – 24 | ** | 10 – 12 | 14 – 16 | 16 – 18 |
| | 1500 – 6000 | 20 – 22 | 24 – 30 | ** | 14 – 16 | 16 – 18 | 20 – 22 |
| | OVER 6000 | 22 – 24 | 26 – 32 * | ** | 16 – 18 | 20 – 22 | 22 – 24 |
| 60 mph | UNDER 750 | 16 – 18 | 20 – 24 | ** | 10 – 12 | 12 – 14 | 14 – 16 |
| | 750 – 1500 | 20 – 24 | 26 – 32 * | ** | 12 – 14 | 16 – 18 | 20 – 22 |
| | 1500 – 6000 | 26 – 30 | 32 – 40 * | ** | 14 – 18 | 18 – 22 | 24 – 26 |
| | OVER 6000 | 30 – 32 * | 36 – 44 * | ** | 20 – 22 | 24 – 26 | 26 – 28 |
| 65–70 mph | UNDER 750 | 18 – 20 | 20 – 26 | ** | 10 – 12 | 14 – 16 | 14 – 16 |
| | 750 – 1500 | 24 – 26 | 28 – 36 * | ** | 12 – 16 | 18 – 20 | 20 – 22 |
| | 1500 – 6000 | 28 – 32 * | 34 – 42 * | ** | 16 – 20 | 22 – 24 | 26 – 28 |
| | OVER 6000 | 30 – 34 * | 38 – 46 * | ** | 22 – 24 | 26 – 30 | 28 – 30 |

* Where a site specific investigation indicates a high probability of continuing crashes, or such occurrences are indicated by crash history, the designer may provide clear-zone distances greater than the clear-zone shown in Table 3.1. Clear zones may be limited to 30 ft for practicality and to provide a consistent roadway template if previous experience with similar projects or designs indicates satisfactory performance.

** Since recovery is less likely on the unshielded, traversable 1V:3H slopes, fixed objects should not be present in the vicinity of the toe of these slopes. Recovery of high-speed vehicles that encroach beyond the edge of the shoulder may be expected to occur beyond the toe of slope. Determination of the width of the recovery area at the toe of slope should take into consideration right-of-way availability, environmental concerns, economic factors, safety needs, and crash histories. Also, the distance between the edge of the through traveled lane and the beginning of the 1V:3H slope should influence the recovery area provided at the toe of slope. While the application may be limited by several factors, the foreslope parameters which may enter into determining a maximum desirable recovery area are illustrated in Figure 3.2.

# NCDOT Required Clearances for Aerial Installations Near Bridge Structures

NOT TO SCALE

Any variation to this detail must be approved by the Division Engineer and/or State Utilities Manager.

Published by NCDOT Utilities Unit
June 2020

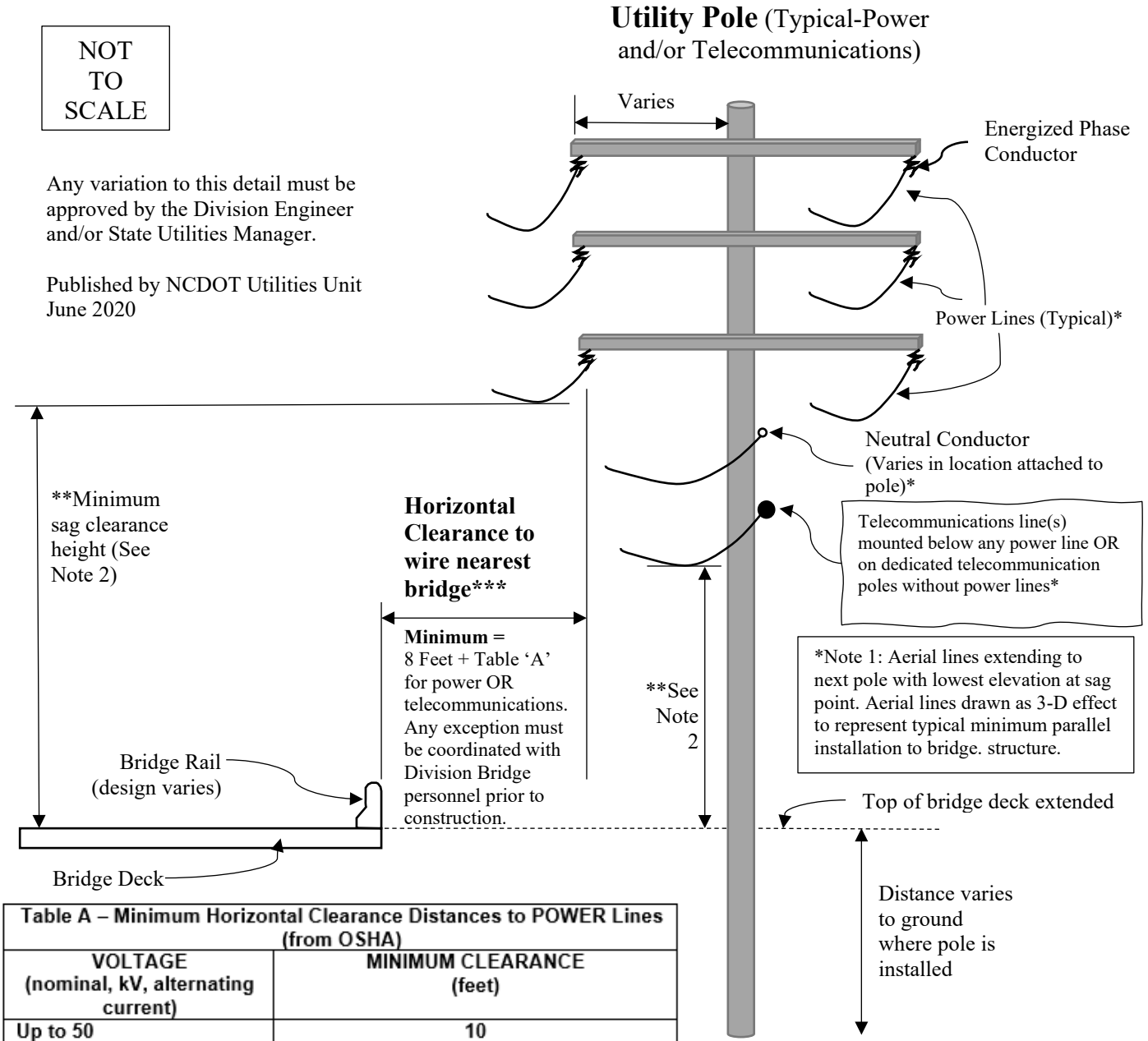



**Table A – Minimum Horizontal Clearance Distances to POWER Lines (from OSHA)**

| VOLTAGE (nominal, kV, alternating current) | MINIMUM CLEARANCE (feet) |
|---|---|
| Up to 50 | 10 |
| Over 50 to 200 | 15 |
| Over 200 to 350 | 20 |
| Over 350 to 500 | 25 |
| Over 500 to 750 | 35 |
| Over 750 to 1000 | 45 |
| Over 1000 | As established by the utility owner/operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution |

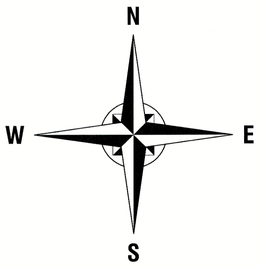
**Note 2- **MINIMUN SAG CLEARANCE HEIGHT is 25 feet** (applies to telecommunications AND power).

***Note 3: HORIZONTAL CLEARANCE EXCEPTION. If vertical sag clearance height for power above bridge deck is ≥ 45 feet AND voltage is ≤ 350kV, then Minimum Horizontal Clearance may be reduced to 3 feet. Any telecommunications attachment to power pole allowed in this exception must have a minimum 25 feet sag clearance height above bridge deck.

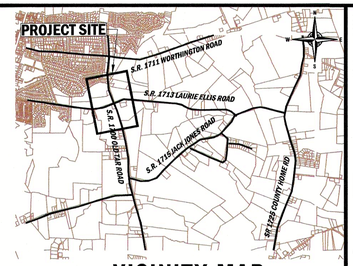
# GREENVILLE UTILITIES COMMISSION

## OLD TAR RD NATURAL GAS MAIN EXTENSION

## PITT COUNTY, NORTH CAROLINA






VICINITY MAP

## LEGEND

- TEMPORARY BENCH MARK
- PROP. GAS MAIN
- EXIST. GAS MAIN (—G—)
- EXIST. GAS VALVE
- PE GAS MAIN INSTALLED BY DIRECTIONAL BORE
- EXIST. LOCATING STATION (L)
- PROP. WATER MAIN (BY OTHERS)
- EXIST. WATER MAIN (—W—)
- EXIST. FIRE HYDRANT
- PROP O/H POW— PROP. OVERHEAD POWER (BY OTHERS)
- EXIST O/H POW— EXIST. OVERHEAD POWER
- EXIST. UG TELEPHONE CABLE (—T—)
- EXIST. SANITARY SEWER (—SS—)
- UTILITY POLE (PP)
- TELEPHONE PED (TPED)
- TELEPHONE BOX (TBOX)
- TELEPHONE VAULT (TVLT)
- CABLE TV PED (TVPED)
- ELECTRICAL TRANSFORMER (EDT)
- FIBER OPTIC PED (Fo)
- RIGHT OF WAY (R/W)
- CENTERLINE R/W
- CONTROLLED ACCESS (C/A)
- EXIST. PROPERTY LINE
- EXIST. SIGN
- XX" RCP — EXIST. CULVERT
- DRIVEWAY (CONCRETE OR ASPHALT) (DW)
- DETAIL NUMBER / SHEET NUMBER
- 0+00 — STATION
- PROP. — PROPOSED
- EXIST. — EXISTING
- # — PARCEL NUMBER DESIGNATION (SEE EASEMENT SUMMARY SHEET T3)




## PROJECT SHEET SET

| Sheet No. | Sheet Title |
|---|---|
| C1.01 | COVER |
| C1.02 | EASEMENT SUMMARY AND BILL OF MATERIALS SHEET |
| C2.01 | EROSION CONTROL |
| C2.02 | NCG01 GROUND STABILIZATION AND MATERIALS HANDLING |
| C2.03 | NCG01 SELF INSPECTION, RECORD KEEPING AND REPORTING |
| C3.01 | PLAN AND PROFILE |
| C3.02 | PLAN AND PROFILE |
| C3.03 | PLAN AND PROFILE |
| C3.04 | PLAN AND PROFILE |
| C4.01 | DETAILS |
| C4.02 | DETAILS |
| C4.03 | DETAILS |
| C4.04 | DETAILS |


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6/9/26

NORTH CAROLINA PROFESSIONAL SEAL 040885 ENGINEER SETH T. ANDERSON

FINAL DRAWING For Review Purposes Only

REVISIONS:

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|

GREENVILLE UTILITIES COMMISION

OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

**COVER**

| | |
|---|---|
| DESIGNED BY: | JML |
| DRAWN BY: | JML |
| CHECKED BY: | FLS |
| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |
| SHEET No. | C1.01 |

M:\MUNI\GUC-OLD_TAR_RD_NATL_GAS_MAIN_EXT-2025001\CADD_DWG\C101.DWG - C1.01 COVER - 5/28/2026 4:13:41 PM - MIKE LUSZCZ

**PARCEL 1** **DWG NO. "002.mxd"**
**BOFENKAMP JANE MELLON**
**PARCEL NUMBER: 14642**
**DB 2925 PG 652, MB 45 PG 156**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 05/30/2023**
**DB 4414 PG 543, MAP ATTACHED PG 546**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 2** **DWG NO. "003.mxd" and "852.mxd"**
**F & A CONSTRUCTION, LLC**
**PARCEL NUMBER: 55092**
**DB 3759 PG 648, MB 45 PG 156**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 07/18/2023**
**DB 4431 PG 146, MAP ATTACHED PG 149**

**EASEMENT - 5' WIDTH**
**RECORDED 04/08/2025**
**DB 4626 PG 391, MAP ATTACHED PG 394**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 3** **DWG NO. "004.mxd" and "851.mxd"**
**McLAWHORN KARL WESLEY JR.**
**PARCEL NUMBER: 68838**
**DB 1756 PG 307**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 05/13/2024**
**DB 4519 PG 840, MAP ATTACHED PG 843**

**EASEMENT - 5' WIDTH**
**RECORDED 08/26/2025**
**DB 4678 PG 851, MAP ATTACHED PG 855**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 4** **DWG NO. "005.mxd" and "850.mxd"**
**McLAWHORN KARL WESLEY JR.**
**PARCEL NUMBER: 16267**
**DB 3129 PG 824, MB 80 PG 47**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 05/13/2024**
**DB 4519 PG 844, MAP ATTACHED PG 847**

**EASEMENT - 5' WIDTH**
**RECORDED 08/25/2025**
**DB 4678 PG 847, MAP ATTACHED PG 850**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 5** **DWG NO. "006.mxd" and "849.mxd"**
**McLAWHORN KARL WESLEY JR.**
**PARCEL NUMBER: 68837**
**DB 1756 PG 302**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 05/13/2024**
**DB 4519 PG 834, MAP ATTACHED PG 837**

**EASEMENT - 5' WIDTH**
**RECORDED 08/26/2025**
**DB 4678 PG 860, MAP ATTACHED PG 863**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 6** **DWG NO. "009.mxd, 007.mxd" and "848.mxd"**
**CRAFT ASHPLEY MARIE**
**PARCEL NUMBER: 38731**
**DB 1074 PG 798, MB 54 PG 170**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 02/05/2024**
**DB 4489 PG 290, MAP ATTACHED PG 293-294**

**EASEMENT - 5' WIDTH**
**RECORDED 04/17/2025**
**DB 4630 PG 380, MAP ATTACHED PG 383**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 7** **DWG NO. "008.mxd" and "847.mxd"**
**CRAFT ASHPLEY MARIE**
**PARCEL NUMBER: 62650**
**DB 1100 PG 824, MB 54 PG 170**

**STATUS:**
**EASEMENT - 10' WIDTH**
**RECORDED 02/05/2024**
**DB 4489 PG 286, MAP ATTACHED PG 289**

**EASEMENT - 5' WIDTH**
**RECORDED 04/17/2025**
**DB 4630 PG 376, MAP ATTACHED PG 379**

***REQUIREMENTS AS NOTED IN DEED BOOK**

**PARCEL 9** **DWG NO. "011.mxd"**
**NEAL JOAN ABERNATHY**
**PARCEL NUMBER: 25801**
**DB 4281 PG 490**

**STATUS:**
**CONDEMNATION**
**RECORDED XX/XX/XXXX**
**DB XXXX PG XXX**

**CONDEMNATION**

Bill of Gas System Materials for Old Tar Road Gas Main Extension Project
(Material List)

| List # | Stock # | Item # | Units | Plan Qty. | Specification |
|---|---|---|---|---|---|
| 1 | 505640 | 8" PE Pipe | FT | 3168 | Pipe, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials) 0.784" MIN. WALL THICKNESS, 8.625" O.D., SDR 11, PE 2708, MDPE, ENDS CAPPED, 40 LF sticks |
| 2 | 504760 | 6" PE Pipe | FT | 286 | Pipe, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials) 0.602" MIN. WALL THICKNESS, 6.625" O.D., SDR 11, PE 2708, MDPE, ENDS CAPPED, 40 LF sticks |
| 3 | 501380 | 4" PE Pipe | FT | 14 | Pipe, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials) 0.409" MIN. WALL THICKNESS, 4.500" O.D., SDR 11.5, PE 2708, MDPE, ENDS CAPPED, 40 LF sticks |
| 4 | 501370 | 2" PE Pipe | FT | 126 | Pipe, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials) 0.216" MIN. WALL THICKNESS, 2.375" O.D., SDR 11.5, PE 2708, MDPE, 500 LF COILS, ENDS CAPPED, 500 LF rolls |
| 5 | 505950 | 8" PE 90 deg ELL | EA | 2 | 90 deg ELL, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 6 | 505960 | 8" PE 45 deg ELL | EA | 2 | 45 deg ELL, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 7 | 504845 | 8" PE Tee | EA | 1 | Tee , ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 8 | 505360 | 8"x 2" High Volume Tapping Tee | EA | 1 | Electrofusion High Pressure Taping Tee DAA IPS x IPS w/Undersaddle Frialen, (Friatec #DAA 228039 Undersaddle) |
| 9 | 505951 | 8" PE End Cap | EA | 1 | End Cap, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 10 | 505970 | 8" x 6" PE Reducer | EA | 1 | 8"x 6" Reducer, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 11 | 504852 | 6" PE 45 deg ELL | EA | 4 | 45 deg ELL, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 12 | 504851 | 6" PE 90 deg ELL | EA | 1 | 90 deg ELL, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 13 | 504850 | 6" PE Tee | EA | 1 | Tee , ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 14 | 504800 | 6" PE End Cap | EA | 3 | End Cap, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 15 | 504860 | 6" x 4" PE Reducer | EA | 1 | 6"x 4" Reducer, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 16 | 505160 | 4" PE 45 deg ELL | EA | 2 | 45 deg ELL, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 17 | 501660 | 2" PE 90 deg ELL | EA | 1 | 90 deg ELL, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE |
| 18 | 505730 | 2" x 2" High Volume Tapping Tee | EA | 1 | Electrofusion High Pressure Taping Tee DAA IPS x IPS w/Undersaddle Frialen, (Friatec #DAA 228274 Undersaddle) |
| 19 | 505201 | 8" PE Electrofusion Coupling | EA | 1 | Electrofusion Coupling, ASTM D2513, F2897, F1055 (Per Part 192.63 Marking of Materials), IPS, Injection Molded, SDR11, PE4710, HDPE |
| 20 | 505200 | 6" PE Electrofusion Coupling | EA | 2 | Electrofusion Coupling, ASTM D2513, F2897, F1055 (Per Part 192.63 Marking of Materials), IPS, Injection Molded, SDR11, PE4710, HDPE |
| 21 | 505190 | 4" PE Electrofusion Coupling | EA | 1 | Electrofusion Coupling, ASTM D2513, F2897, F1055 (Per Part 192.63 Marking of Materials), IPS, Injection Molded, SDR11, PE4710, HDPE |
| 22 | 505980 | 8" PE Ball Valve | EA | 1 | Polyethylene Valve, Full Port, Ball, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE, Must Meet or Exceed Requirements of USDOT 49CFR-part 192 for Natural Gas Distribution. |
| 23 | 505240 | 6" PE Ball Valve | EA | 2 | Polyethylene Valve, Full Port, Ball, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE, Must Meet or Exceed Requirements of USDOT 49CFR-part 192 for Natural Gas Distribution. |
| 24 | 505210 | 4" PE Ball Valve | EA | 1 | Polyethylene Valve, Full Port, Ball, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE, Must Meet or Exceed Requirements of USDOT 49CFR-part 192 for Natural Gas Distribution. |
| 25 | 504840 | 2" PE Ball Valve | EA | 2 | Polyethylene Valve, Full Port, Ball, ASTM D2513 and F2897 (Per Part 192.63 Marking of Materials), Butt Fuse, Injection Molded, SDR 11, PE 2708, MDPE, Must Meet or Exceed Requirements of USDOT 49CFR-part 192 for Natural Gas Distribution. |
| 26 | NS | 12" Steel Casing | FT | 60 | Casing Pipe, ASME B16.9 & ASTM A234 WPB, Schedule 20 (WT=0.250"), Grade ASTM A53/A53M (OR HIGHER), Bare, Domestic, Single Random Length |
| 27 | 506060 | Tracer Wire | FT | 3594 | #8 Yellow, HMWPE Coating, Stranded Copper, 500' Hand Spools |
| 28 | 504940 | 6" Plastic Valve Box | EA | 16 | Valve Box, Flush Mount, Gas Lid |
| 29 | NS | 8" x 12 -1/4" Concentric Casing Spacers | EA | 12 | Concentric Casing Spacers (Insulators), Bolt-On, Polyethylene |
| 30 | NS | 3.75" x 72" Line Markers | EA | 18 | Line Markers, Fiberglass Post, Yellow Gas Pipeline (Carsonite Or As Approved By Engineer) |
| 31 | 305190 | Concrete Valve Collar | EA | 16 | Pre-Cast Concrete Collar |
| 32 | NS | 2" Steel Pipe | FT | 60 | Pipe , STD Wall (WT=0.154"), ST API 5L-GR X-52, EXTERNALLY COATED WITH 12-14 MILS FBE, PREFERRED PRODUCT 3M SCOTCHKOTE 226N/6233, Domestic, Single Random |
| 33 | 504430 | 2" Steel 90 deg ELL | EA | 4 | 90 deg ELL, STD Wall (WT=0.154"), Long Radius, ST API 5L-GR Y-52, Domestic |
| 34 | 504610 | 2" Steel 180 deg Return | EA | 2 | 180 deg Return, STD Wall (WT=0.154"), ST API 5L-GR Y-52, Domestic |
| 35 | NS | Casing End Seals | EA | 2 | Casing End Seals, PSI (GPT Industries) Link-Seal Modular Seals LS-410-0-12 (Two Sets Required), Or As Approved By Engineer |


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6/9/26

NORTH CAROLINA PROFESSIONAL SEAL 040650 ENGINEER SETH T. ANDERSON

FINAL DRAWING
For Review
Purposes Only

REVISIONS:

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|

GREENVILLE UTILITIES COMMISION
OLD TAR ROAD NATURAL GAS MAIN EXTENSION
PITT COUNTY, NORTH CAROLINA

# EASEMENT SUMMARY AND BILL OF MATERIALS SHEET

| | |
|---|---|
| DESIGNED BY: | JML |
| DRAWN BY: | JML |
| CHECKED BY: | FLS |
| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |
| SHEET No. | C1.02 |

M:\MINING\C-OLD_TAR_RD_NATL_GAS_MAIN_EXT_2025001\CADD_DWG\C1\01 DWG - C1.02 EASEMENT SUMMARY AND BILL OF MATERIALS SHEET - 5/29/2026 8:24:23 AM - MIKE.LUSCZ

# EROSION CONTROL NOTES

1. ALL WORK WILL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES. NO LAND DISTURBING ACTIVITY BEYOND THAT REQUIRED TO INSTALL THE APPROPRIATE EROSION CONTOL MEASURE MAY PROCEED UNTIL MEASURES ARE INSPECTED AND APPROVED.
2. FOLLOWING STRIPPING OF SITE, ALL STORM DRAINAGE STRUCTURES SHALL BE INSTALLED. SILT FENCES SHALL BE PLACED ALONG PROPERTY LINES AS INDICATED ON PLANS TO PROTECT ADJACENT DEVELOPMENTS. ROCK INLET SEDIMENT TRAPS SHALL BE INSTALLED AROUND ALL DRAINAGE STURCTURES TO COLLECT SURFACE RUNOFF AND CONTROL SILTATION AND RELEASE WATER AT A GRADUAL RATE. ALL DISTURBED AREAS WILL BE GRADED, SEEDED AND MULCHED.
3. ALL SHOULDERS SHALL BE SEEDED TO STABILIZE THE SOIL. SEED BED PREPARATION SHALL BE CONDUCTED ACCORDING TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES (NCDOT). THE GROUND SURFACE SHALL BE CLEARED OF STUMPS, STONES, ROOTS, CABLES, WIRE, GRADE STAKES, AND OTHER MATERIALS THAT MIGHT HINDER PROPER GRADING, TILLAGE, SEEDING OR SUBSEQUENT MAINTENANCE OPERATIONS. GRADES ON THE AREA TO BE SEEDED SHALL BE MAINTAINED IN A TRUE AND EVEN CONDITION. MAINTENANCE SHALL INCLUDE ANY NECESSARY REPAIRS TO PREVIOUSLY GRADED AREAS. ALL GRADED AREAS SHALL BE THOROUGHLY TILLED TO A DEPTH OF AT LEAST FOUR (4) INCHES BY PLOWING, DISKING, HARROWING, OR OTHER APPROVED METHODS UNTIL THE CONDITION OF THE SOIL IS ACCEPTABLE. ON SITES WHERE SOIL CONDITIONS ARE SUCH THAT HIGH CLAY CONTENT AND EXCESSIVE COMPACTION CAUSE DIFFICULTY IN GETTING CLODS AND LUMPS EFFECTIVELY PULVERIZED, THE CONTRACTOR SHALL USE THE ROTARY TILLAGE MACHINERY UNTIL THE MIXING OF THE SOIL IS ACCEPTABLE AND NO CLODS OR CLUMPS REMAIN LARGER THAN 1 1/2 INCHES IN DIAMETER. A FIRM AND COMPACT SEED BED IS REQUIRED AND AFTER BEING GRADED, THE SEED BED SHALL BE LIGHTLY COMPACTED WITH A LAND ROLLER, SUCH AS A CULTIPACKER, BEFORE AND AFTER SEEDING. LIMESTONE SHALL BE DOLOMITIC AGRICULTURE GROUND LIMESTONE CONTAINING NOT LESS THAN 10 PERCENT MAGNESIUM OXIDE. LIME SHALL BE UNIFORMLY APPLIED AT THE RATE OF 2 TONS PER ACRE AS TESTING REQUIRES PER THE SPECIFICATIONS. IF REQUIRED PER SPECIFICATIONS, FERTILIZER SHALL BE INCORPORATED INTO THE UPPER THREE OR FOUR INCHES OF PREPARED SEED BED JUST PRIOR TO THE LAST TILLAGE OPERATION, BUT IN NO CASE SHALL IT BE APPLIED MORE THAN THREE DAYS PRIOR TO SEEDING. FERTILIZER SHALL BE USED IMMEDIATELY AFTER DELIVERY OR STORED IN A MANNER THAT WILL NOT PERMIT IT TO HARDEN OR DESTROY ITS EFFECTIVENESS.

PERMANENT SEEDING

APPLY DOLEMATIC LIMESTONE AT THE RATE OF 2 TONS PER ACRE. IF HYDRATED LIME IS USED, FOLLOW RECOMMENDATION FROM SOIL TEST. COST OF THE TEST SHALL BE BORNE BY THE CONTRACTOR.

APPLY 10-10-10 FERTILIZER OUTSIDE OF NCDOT RIGHT-OF-WAY AT A RATE OF 1,000 POUNDS PER ACRE.

APPLY 10-20-20 FERTILIZER WITHIN NCDOT RIGHT-OF-WAY AT A RATE OF 500 POUNDS PER ACRE.

PROVIDE PERMANENT SEEDING IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

OUTSIDE OF NCDOT R/W

(JANUARY 1 - MARCH 31)

| | |
|---|---|
| COMMON BERMUDA GRASS (UNHULLED) | - 20 POUNDS PER ACRE |

(APRIL 1 - JULY 31)

| | |
|---|---|
| COMMON BERMUDA GRASS (HULLED) | - 15 POUNDS PER ACRE |
| CENTIPEDE | - 8 POUNDS PER ACRE |

(AUGUST 1 - DECEMBER 31)

| | |
|---|---|
| COMMON BERMUDA GRASS (UNHULLED) | - 15 POUNDS PER ACRE |
| TALL FESCUE | - 120 POUNDS PER ACRE |
| CENTIPEDE | - 8 POUNDS PER ACRE |

WITHIN NCDOT R/W

(JANUARY 1 - DECEMBER 31)

| | |
|---|---|
| FESCUE | - 50 POUNDS PER ACRE |
| PENSACOLA BAHIAGRASS | - 25 POUNDS PER ACRE |
| CENTIPEDE | - 5 POUNDS PER ACRE |

4. GROUND STABILIZATION (PER NCG010000)
   A. SOIL STABILIZATION SHALL BE ACHIEVED ON ANY AREA OF A SITE WHERE LAND-DISTURBING ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED ACCORDING TO THE FOLLOWING SCHEDULE:
      I. ALL PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND ALL SLOPES STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL (3:1) SHALL BE PROVIDED TEMPORARY OR PERMANENT STABILIZATION WITH GROUND COVER AS SOONS AS PRACTICABLE BUT IN ANY EVENT WITHIN 7 CALENDAR DAYS FROM THE LAST LAND-DISTURBING ACTIVITY.
      II. ALL OTHER DISTURBED AREAS SHALL BE PROVIDED TEMPORARY OR PERMANENT STABILIZATION WITH GROUND COVER AS SOON AS PRACTICABLE BUT IN ANY EVENT WITHIN 14 CALENDAR DAYS FROM THE LAST LAND- DISTURBING ACTIVITY.
   B. CONDITIONS - IN MEETING THE STABILIZATION REQUIREMENTS ABOVE, THE FOLLOWING CONDITIONS OR EXEMPTIONS SHALL APPLY:
      I. EXTENSIONS OF TIME MAY BE APPROVED BY THE PERMITTING AUTHORITY BASED ON WEATHER OR OTHER SITE- SPECIFIC CONDITIONS THAT MAKE COMPLIANCE IMPRACTICABLE.
      II. ALL SLOPES 50' IN LENGTH OR GREATER SHALL APPLY THE GROUND COVER WITHIN 7 DAYS EXCEPT WHEN THE SLOPE IS FLATTER THAN 4:1. SLOPES LESS THAN 50' SHALL APPLY GROUND COVER WITHIN 14 DAYS EXCEPT WHEN SLOPES ARE STEEPER THAN 3:1, THE 7 DAY-REQUIREMENT APPLIES.
      III. ANY SLOPED AREA FLATTER THAN 4:1 SHALL BE EXEMPT FROM THE 7-DAY GROUND COVER REQUIREMENT.
      IV. SLOPES 10' OR LESS IN LENGTH SHALL BE EXEMPT FROM THE 7-DAY GROUND COVER REQUIREMENT EXCEPT WHEN THE SLOPE IS STEEPER THAN 2:1.
      V. ALTHOUGH STABILIZATION IS USUALLY SPECIFIED AS GROUND COVER, OTHER METHODS, SUCH AS CHEMICAL STABILIZATION, MAY BE ALLOWED ON A CASE-BY-CASE BASIS.
      VI. FOR PORTIONS OF PROJECTS WITHIN ONE MILE AND DRAINING TO TROUT WATERS AND HIGH QUALITY WATERS AS CLASSIFIED BY THE ENVIRONMENTAL MANAGEMENT COMMISSION, STABILIZATION WITH GROUND COVER SHALL BE ACHIEVED AS SOON AS PRACTICABLE BUT IN ANY EVENT ON ALL AREAS OF THE SITE WITHIN 7 CALENDAR DAYS FROM THE LAST LAND-DISTURBING ACT.
      VII. FOR PORTIONS OF PROJECTS LOCATED IN OUTSTANDING RESOURCE WATERS WATERSHEDS AS CLASSIFIED BY THE ENVIRONMENTAL MANAGEMENT COMMISSION, STABILIZATION WITH GROUND COVER SHALL BE ACHIEVED AS SOON AS PRACTICABLE BUT IN ANY EVENT ON ALL AREAS WITHIN 7 CALENDAR DAYS FROM THE LAST LAND- DISTURBING ACT.
      VIII. PORTIONS OF A SITE THAT ARE LOWER IN ELEVATION THAN ADJACENT DISCHARGE LOCATIONS AND ARE NOT EXPECTED TO DISCHARGE DURING CONSTRUCTION MAY BE EXEMPT FROM THE TEMPORARY GROUND COVER REQUIREMENTS IF IDENTIFIED ON THE APPROVED E&SC PLAN OR ADDED BY THE PERMITTING AUTHORITY.
5. SELF INSPECTION AND REPORTING REQUIREMENTS (PER NCG010000)
   MINIMUM SELF INSPECTION AND REPORTING REQUIREMENTS ARE AS FOLLOWS UNLESS OTHERWISE APPROVED IN WRITING BY THE DIVISION OF WATER QUALITY.
   A. A RAIN GAUGE SHALL BE MAINTAINED IN GOOD WORKING ORDER ON THE SITE UNLESS ANOTHER RAIN MONITORING DEVICE HAS BEEN APPROVED BY THE PERMITTING AUTHORITY.
   B. A WRITTEN RECORD OF THE DAILY RAINFALL AMOUNTS SHALL BE RETAINED AND ALL RECORDS SHALL BE MADE AVAILABLE TO DWQ OR AUTHORIZED AGENT UPON REQUEST (NOTE: IF NO RAINFALL OCCURRED, THE PERMITTEE MUST RECORD "ZERO").
   C. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. INSPECTION RECORDS MUST BE MAINTAINED FOR EACH INSPECTION EVENT AND FOR EACH MEASURE. AT A MINIMUM, INSPECTION OF MEASURES MUST OCCUR AT THE FREQUENCY INDICATED BELOW:
      I. ALL EROSION AND SEDIMENTATION CONTROL MEASURES MUST BE INSPECTED BY OR UNDER THE DIRECTION OF THE PERMITTEE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS, AND
      II. ALL EROSION AND SEDIMENT CONTROL MEASURES MUST BE INSPECTED BY OR UNDER THE DIRECTION OF THE PERMITTEE WITHIN 24 HOURS AFTER ANY STORM EVENT OF GREATER THAN 0.50 INCHES OF RAIN PER 24 HOUR PERIOD.
      III. TIMES WHEN A DETERMINATION THAT ADVERSE WEATHER CONDITIONS PREVENTED INSPECTIONS SHOULD BE DOCUMENTED ON THE INSPECTION RECORD.
   D. ONCE LAND DISTURBANCE HAS BEGUN ON THE SITE, STORMWATER RUNOFF DISCHARGE OUTFALLS SHALL BE INSPECTED BY OBSERVATION FOR EROSION, SEDIMENTATION AND OTHER STORMWATER DISCHARGE CHARACTERISTICS SUCH AS CLARITY, FLOATING SOLIDS, AND OIL SHEENS. INSPECTIONS OF THE OUTFALLS SHALL BE MADE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT OF GREATER THAN 0.50 INCHES OF RAIN PER 24 HOUR PERIOD.
   E. INSPECTIONS ARE ONLY REQUIRED TO BE MADE DURING NORMAL BUSINESS HOURS. WHEN ADVERSE WEATHER CONDITIONS WOULD CAUSE THE SAFETY OF THE INSPECTION PERSONNEL TO BE IN JEOPARDY, THE INSPECTION CAN BE DELAYED UNTIL IT IS DEEMED SAFE TO PERFORM THESE DUTIES. IF THE INSPECTION CANNOT BE DONE ON THAT DAY, IT MUST BE COMPLETED ON THE FOLLOWING BUSINESS DAY.
   F. TWENTY-FOUR HOUR REPORTING FOR VISIBLE SEDIMENT DEPOSITION
      I. THE PERMITTEE SHALL REPORT TO THE DIVISION OF WATER QUALITY CENTRAL OFFICE OR THE APPROPRIATE REGIONAL OFFICE ANY VISIBLE SEDIMENT BEING DEPOSITED IN ANY STREAM OR WETLAND OR ANY NONCOMPLIANCE WHICH MAY ENDANGER HEALTH OR THE ENVIRONMENT. (SEE SECTION IX OF THIS PERMIT FOR CONTACT INFORMATION.) ANY INFORMATION SHALL BE PROVIDED ORALLY OR ELECTRONICALLY WITHIN 24 HOURS FROM THE TIME THE PERMITTEE BECAME AWARE OF THE CIRCUMSTANCES. VISIBLE DISCOLORATION OR SUSPENDED SOLIDS IN THE EFFLUENT SHOULD BE RECORDED ON THE INSPECTION RECORD AS PROVIDED BELOW.
      II. A WRITTEN SUBMISSION SHALL BE PROVIDED TO THE APPROPRIATE REGIONAL OFFICE OF THE DWQ WITHIN 5 DAYS OF THE TIME THE PERMITTEE BECOMES AWARE OF THE CIRCUMSTANCES. THE WRITTEN SUBMISSION SHALL CONTAIN A DESCRIPTION OF THE SEDIMENT DEPOSITION AND ACTIONS TAKEN TO ADDRESS THE CAUSE OF THE DEPOSITION. THE DIVISION OF WATER QUALITY STAFF MAY WAIVE THE REQUIREMENT FOR A WRITTEN REPORT ON A CASE-BY-CASE BASIS.
   G. RECORDS OF INSPECTIONS MADE DURING THE PREVIOUS 30 DAYS SHALL REMAIN ON THE SITE AND AVAILABLE FOR AGENCY INSPECTORS AT ALL TIMES DURING NORMAL WORKING HOURS, UNLESS THE PERMITTING AUTHORITY PROVIDES A SITE-SPECIFIC EXEMPTION BASED ON UNIQUE SITE CONDITIONS THAT MAKE THIS REQUIREMENT NOT PRACTICAL. OLDER RECORDS MUST BE MAINTAINED FOR A PERIOD OF ONE YEAR AFTER PROJECT COMPLETION AND MADE AVAILABLE UPON REQUEST. THE RECORDS MUST PROVIDE THE DETAILS OF EACH INSPECTION INCLUDING OBSERVATIONS, AND ACTIONS TAKEN IN ACCORDANCE WITH THIS PERMIT. THE PERMITTEE SHALL RECORD THE REQUIRED RAINFALL AND MONITORING OBSERVATIONS ON THE "INSPECTION RECORD FOR ACTIVITIES UNDER STORMWATER GENERAL PERMIT NCG010000" FORM PROVIDED BY THE DIVISION OR A SIMILAR INSPECTION FORM THAT IS INCLUSIVE OF ALL OF THE ELEMENTS CONTAINED IN THE DIVISION'S FORM. ELECTRONIC STORAGE OF RECORDS WILL BE ALLOWED IF APPROVED BY THE PERMITTING AUTHORITY.
   H. INSPECTION RECORDS MUST INCLUDE, AT A MINIMUM, THE FOLLOWING:
      I. CONTROL MEASURE INSPECTIONS: INSPECTION RECORDS MUST INCLUDE AT A MINIMUM:
         1. IDENTIFICATION OF THE MEASURES INSPECTED,
         2. DATE AND TIME OF THE INSPECTION,
         3. NAME OF THE PERSON PERFORMING THE INSPECTION,
         4. INDICATION OF WHETHER THE MEASURES WERE OPERATING PROPERLY,
         5. DESCRIPTION OF MAINTENANCE NEEDS FOR THE MEASURE,
         6. CORRECTIVE ACTIONS TAKEN AND
         7. DATE OF ACTIONS TAKEN.
      II. STORMWATER DISCHARGE INSPECTIONS: INSPECTION RECORDS MUST INCLUDE AT A MINIMUM:
         1. IDENTIFICATION OF THE DISCHARGE OUTFALL INSPECTED,
         2. DATE AND TIME OF THE INSPECTION,
         3. NAME OF THE PERSON PERFORMING THE INSPECTION,
         4. EVIDENCE OF INDICATORS OF STORMWATER POLLUTION SUCH AS OIL SHEEN, FLOATING OR SUSPENDED SOLIDS OR DISCOLORATION,
         5. INDICATION OF VISIBLE SEDIMENT LEAVING THE SITE,
         6. ACTIONS TAKEN TO CORRECT/PREVENT SEDIMENTATION AND
         7. DATE OF ACTIONS TAKEN.
      III. VISIBLE SEDIMENTATION FOUND OUTSIDE THE SITE LIMITS: INSPECTION RECORDS MUST INCLUDE:
         1. AN EXPLANATION AS TO THE ACTIONS TAKEN TO CONTROL FUTURE RELEASES,
         2. ACTIONS TAKEN TO CLEAN UP OR STABILIZE THE SEDIMENT THAT HAS LEFT THE SITE LIMITS AND
         3. THE DATE OF ACTIONS TAKEN.
      IV. VISIBLE SEDIMENTATION FOUND IN STREAMS OR WETLANDS: ALL INSPECTIONS SHOULD INCLUDE EVALUATION OF STREAMS OR WETLANDS ONSITE OR OFFSITE (WHERE ACCESSIBLE) TO DETERMINE IF VISIBLE SEDIMENTATION HAS OCCURRED.
   I. VISIBLE STREAM TURBIDITY - IF THE DISCHARGE FROM A SITE RESULTS IN VISIBLE STREAM TURBIDITY, INSPECTION RECORDS MUST RECORD THAT EVIDENCE AND ACTIONS TAKEN TO REDUCE SEDIMENT CONTRIBUTIONS. SITES DISCHARGING TO STREAMS NAMED ON THE STATE'S 303(D) LIST AS IMPAIRED FOR SEDIMENT-RELATED CAUSES MAY BE REQUIRED TO PERFORM ADDITIONAL MONITORING, INSPECTIONS OR APPLICATION OF MORE-STRINGENT MANAGEMENT PRACTICES IF IT IS DETERMINED THAT THE ADDITIONAL REQUIREMENTS ARE NEEDED TO ASSURE COMPLIANCE WITH THE FEDERAL OR STATE IMPAIRED-WATERS CONDITIONS. IF A DISCHARGE COVERED BY THIS PERMIT ENTERS A STREAM SEGMENT THAT IS LISTED ON THE IMPAIRED STREAM LIST FOR SEDIMENT-RELATED CAUSES, AND A TOTAL MAXIMUM DAILY LOAD (TMDL) HAS BEEN PREPARED FOR THOSE POLLUTANTS, THE PERMITTEE MUST IMPLEMENT MEASURES TO ENSURE THAT THE DISCHARGE OF POLLUTANTS FROM THE SITE IS CONSISTENT WITH THE ASSUMPTIONS AND MEETS THE REQUIREMENTS OF THE APPROVED TDML. THE DWQ 303(D) LIST CAN BE FOUND AT: HTTP://H20.ENR.STATE.NC.ES/TMDL/GENERAL_303D.HTM
6. IN THE EVENT OF A CONFLICT BETWEEN THE REQUIREMENTS OF THE SEDIMENTATION POLLUTION CONTROL ACT, THE SUBMITTED PLAN AND/OR THE CONTRACT SPECIFICATIONS, THE MORE RESTRICTIVE REQUIREMENT SHALL PREVAIL. THE LAND-DISTURBING ACTIVITY SHALL BE CONDUCTED IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
7. THE LATEST APPROVED EROSION AND SEDIMENTATION CONTROL PLAN WILL BE USED DURING PERIODIC UNANNOUNCED INSPECTIONS TO DETERMINE COMPLIANCE AND A COPY OF THE PLAN MUST BE ON FILE AT THE JOB SITE. IF IT IS DETERMINED THAT THE IMPLEMENTED PLAN IS INADEQUATE, THIS OFFICE MAY REQUIRE THE INSTALLATION OF ADDITIONAL MEASURES AND/OR THAT THE PLAN BE REVISED TO COMPLY WITH STATE LAW.
8. THE CERTIFICATE OF PLAN APPROVAL MUST BE POSTED AT THE PRIMARY ENTRANCE TO THE JOB SITE AND REMAINUNTIL THE SITE IS PERMANENTLY STABILIZED.
9. A BUFFER ZONE, SUFFICIENT TO RESTRAIN VISIBLE SEDIMENTATION WITHIN THE FIRST 25% OF THE WIDTH CLOSEST TO THE LAND DISTURBANCE, MUST BE PROVIDED AND MAINTAINED BETWEEN THE LAND-DISTURBING ACTIVITY AND ANY ADJACENT PROPERTY OR WATERCOURSE.
10. IN ORDER TO COMPLY WITH THE INTENT OF THE ACT, THE SCHEDULING OF THE LAND-DISTURBING ACTIVITIES IS TO BE SUCH THAT BOTH THE AREA OF EXPOSURE AND THE TIME BETWEEN LAND DISTURBANCE AND PROVIDING GROUND COVER IS MINIMIZED.
11. UNLESS A TEMPORARY, MANUFACTURED, LINING MATERIAL HAS BEEN SPECIFIED, A CLEAN STRAW MULCH MUST BE APPLIED, AT A MINIMUM RATE OF 2 TONS/ACRE, TO ALL SEEDED AREAS. THE MULCH MUST COVER AT LEAST 75% OF THE SEEDED AREA AFTER IT IS EITHER TACKED WITH AN ACCEPTABLE TACKING MATERIAL, OR CRIMPED IN PLACE.
12. ADEQUATE AND APPROPRIATE MEASURES MUST BE PROPERLY INSTALLED DOWNSTREAM, WITHIN THE LIMITS OF DISTURBANCE, OF ANY LAND-DISTURBING ACTIVITY TO PREVENT SEDIMENT FROM LEAVING THE LIMITS OF DISTURBANCE, ENTERING EXISTING DRAINAGE SYSTEMS, IMPACTING AN ON-SITE NATURAL WATERCOURSE OR ADJOINING PROPERTY.
13. SILT FENCES, INCLUDING OUTLET SECTIONS, ARE NOT APPROPRIATE FOR AREAS OF CONCENTRATED FLOW SUCH AS SWALES OR DITCHES. PROVIDE ADEQUATE AND APPROPRIATE MEASURES FOR ALL CONSTRUCTION WITHIN AREAS OF CONCENTRATED FLOW.
14. ALL SLOPES AFFECTED DURING THE INSTALLATION/CLEANUP PROCESS MUST BE PROVIDED ON A GRADE THAT CAN BE RETAINED BY VEGETATIVE OR OTHER APPROPRIATE COVER.
15. AT ANY GIVEN TIME WITHIN THE PROJECT AREA, THE MAXIMUM AFFECTED, EXPOSED AND "UNRESTORED" AREA IS LIMITED TO THE LESSER OF 2 (TWO) ACRES OR THE EFFECTIVE LENGTH ALONG ANY GIVEN ROAD SECTION LIMITED TO THE LESSER OF 2 (TWO) ACRES OR THE EFFECTIVE LENGTH ALONG ANY GIVEN ROAD SECTION (APPROXIMATELY 2 MILES). A ROAD SECTION BEING DEFINED AS A CONTINUOUS SECTION OF ROAD HAVING THE SAME SR NUMBER OR ROAD NAME.
16. INSTALL SILT FENCE OVER AND AROUND THE TOP OF EXISTING PIPES AND INLETS AT DISTURBED AREAS.
17. ALL DISTURBED AREAS SHALL BE GRADED TO MINIMIZE RUNOFF.
18. INSTALL SILT FENCE AROUND SPOIL PILES AND ALONG TRENCHES TO MINIMIZE SEDIMENT FROM ENTERING ROADSIDE DITCHES AND EXISTING DRAINAGE OUTLETS.
19. PROVIDE EROSION CONTROL MEASURES AROUND STOCK/WASTE PILES AND STAGING AREAS AS NEEDED OR AS DIRECTED BY ENGINEER.
20. PROTECT STORM PIPE INLETS FROM SEDIMENT RUNOFF FROM LAND DISTURBING ACTIVITIES WITH SILT FENCE, STONE CHECK DAM, OR ABC FILTER AS APPROPRIATE FOR SITE CONDITIONS.
21. REPLACE DISTURBED STORM PIPE OUTLET PROTECTION WITH EQUAL OR GREATER AMOUNT OF RIP-RAP WITHIN 15 DAYS OF DISTURBANCE -OR AS REQUIRED BY NCDENR-DWQ.
22. WHERE THE AREA AROUND AN OUTLET IS DISTURBED AND NO OUTLET PROTECTION EXISTS, CLASS "1" RIP-RAP SHALL BE PLACED AROUND PIPE OUTLET AS DIRECTED BY THE ENGINEER.
23. PROVIDE EROSION CONTROL MATTING WHERE INDICATED UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
24. PROVIDE PERMANENT SEEDING IN ACCORDANCE WITH THE SEEDING SCHEDULE.
25. REPORT EROSION CONTROL DEFICIENCIES TO THE ENGINEER IMMEDIATELY.
26. ALL EROSION AND SEDIMENTATION CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL ALL SEEDING IS ESTABLISHED AND CONSTRUCTION AREAS HAVE BEEN STABILIZED.
27. CONTRACTOR SHALL INSPECT AND MAINTAIN AS NEEDED ALL EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH MAJOR STORM EVENT. WHEN INSPECTION REVEALS THE TRAP TO BE REDUCED TO 50% OF DESIGN CAPACITY OR THE DEVICE TO BE DEFICIENT IN ITS INTENDED PURPOSE SUCH AS FABRIC DETERIORATION FOR SILT FENCES THE CONTRACTOR SHALL RESTORE THE DEVICE TO ITS ORIGINAL CONDITION. FAILURE TO KEEP ALL EROSION CONTROL DEVICES IN PROPER WORKING ORDER MAY RESULT IN A STOP WORK ORDER OR CIVIL PENALTIES UP TO $5,000.00 PER DAY OF VIOLATION.

# GENERAL NOTES

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THE CURRENT SPECIFICATIONS AND STANDARDS OF GREENVILLE UTILITIES AND BE IN CONFORMANCE WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) REQUIREMENTS.
2. TEMPORARY DRAINAGE DURING CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR TO RELIEVE AREAS THAT MAY CAUSE DAMAGE TO THE ROADWAYS OR IMPEDE TRAFFIC AS DIRECTED BY THE NCDOT WITHIN THE PROJECT LIMITS.
3. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY UNDERGROUND UTILITIES (PUBLIC AND/ OR PRIVATE) THAT MAY EXIST IN THE AREA OF CONSTRUCTION. UTILITY OWNERS SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY EXCAVATION IN THE PROXIMITY OF THE UTILITIES. THE CONTRACTOR, AT HIS OWN EXPENSE SHALL BE RESPONSIBLE FOR THE REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTACT THE NC 811 CENTER AT 1-800-632-4949 72 HOURS IN ADVANCE OF ANY CONSTRUCTION.
5. ALL DRAINAGE PIPES AND STRUCTURES SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS RESULTING FROM CONSTRUCTION. THESE PIPES AND STRUCTURES SHALL BE MAINTAINED CLEAN DURING THE PERIOD OF CONSTRUCTION.
6. ALL DISTURBED SLOPES SHALL BE RESTORED TO EXISTING GRADES AND STABILIZED WITH SEED & MULCH AND TACKED IF APPROPRIATE.
7. THE GAS MAIN SHALL BE INSTALLED SO AS TO PROVIDE A MINIMUM OF TWELVE (12") INCHES OF CLEARANCE TO ALL OTHER UNDERGROUND UTILITIES AND STRUCTURES. WHERE THIS IS NOT POSSIBLE APPROPRIATE PROTECTION SHALL BE PROVIDED. GAS MAINS INSTALLED BY HDD MUST MAINTAIN, AT A MINIMUM, 24" OF CLEARANCE FROM THE BOTTOM OF RCPs 36" AND LARGER.
8. ALL EXISTING PAVEMENT DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS BY THE CONTRACTOR ACCORDING TO THE DETAILS PROVIDED IN THE PLANS.
9. REFERENCE TO DEMLR REFERS TO THE STANDARDS AND SPECIFICATIONS CONTAINED IN THE NORTH CAROLINA DIVISION OF ENERGY, MINERAL AND LAND RESOURCES, EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.
10. CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROL MEASURES AS DESCRIBED ON THE PROJECT PLANS AND DETAILS DURING CONSTRUCTION AND SURFACE RESTORATION UNTIL SUCH MEASURES ARE NOT NECESSARY. WHERE ADDITIONAL MEASURES ARE NECESSARY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN THE APPROPRIATE MEASURES ACCORDING TO THE NORTH CAROLINA DIVISION OF ENERGY, MINERAL AND LAND RESOURCES DESIGN MANUAL.
11. REFER TO NCDOT STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES AND/ OR PENALTIES RESULTING FROM ALL NON-COMPLIANCE WITH FEDERAL, STATE, AND LOCAL PERMITS AND ENCROACHMENT AGREEMENTS.
13. REPLACE ALL DAMAGED DRAIN CULVERTS WITH NEW CULVERTS OF THE SAME SIZE AND MATERIAL.
14. ALL CONCRETE AND ASPHALT DRIVEWAYS WILL BE DRY BORED.


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6/9/26

NORTH CAROLINA PROFESSIONAL SEAL 040688 ENGINEER JOHN T. ANDERSON

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GREENVILLE UTILITIES COMMISION

OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

**EROSION CONTROL**

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| DESIGNED BY: | JML |
| DRAWN BY: | JML |
| CHECKED BY: | FLS |
| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |
| SHEET No. | C2.01 |

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## GROUND STABILIZATION AND MATERIALS HANDLING PRACTICES FOR COMPLIANCE WITH THE NCG01 CONSTRUCTION GENERAL PERMIT

Implementing the details and specifications on this plan sheet will result in the construction activity being considered compliant with the Ground Stabilization and Materials Handling sections of the NCG01 Construction General Permit (Sections E and F, respectively). The permittee shall comply with the Erosion and Sediment Control plan approved by the delegated authority having jurisdiction. All details and specifications shown on this sheet may not apply depending on site conditions and the delegated authority having jurisdiction.

## SECTION E: GROUND STABILIZATION

**Required Ground Stabilization Timeframes**

| Site Area Description | Stabilize within this many calendar days after ceasing land disturbance | Timeframe variations |
|---|---|---|
| (a) Perimeter dikes, swales, ditches, and perimeter slopes | 7 | None |
| (b) High Quality Water (HQW) Zones | 7 | None |
| (c) Slopes steeper than 3:1 | 7 | If slopes are 10' or less in length and are not steeper than 2:1, 14 days are allowed |
| (d) Slopes 3:1 to 4:1 | 14 | -7 days for slopes greater than 50' in length and with slopes steeper than 4:1<br>-7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones<br>-10 days for Falls Lake Watershed |
| (e) Areas with slopes flatter than 4:1 | 14 | -7 days for perimeter dikes, swales, ditches, perimeter slopes and HQW Zones<br>-10 days for Falls Lake Watershed unless there is zero slope |

**Note:** After the permanent cessation of construction activities, any areas with temporary ground stabilization shall be converted to permanent ground stabilization as soon as practicable but in no case longer than 90 calendar days after the last land disturbing activity. Temporary ground stabilization shall be maintained in a manner to render the surface stable against accelerated erosion until permanent ground stabilization is achieved.

## GROUND STABILIZATION SPECIFICATION

Stabilize the ground sufficiently so that rain will not dislodge the soil. Use one of the techniques in the table below:

| Temporary Stabilization | Permanent Stabilization |
|---|---|
| • Temporary grass seed covered with straw or other mulches and tackifiers<br>• Hydroseeding<br>• Rolled erosion control products with or without temporary grass seed<br>• Appropriately applied straw or other mulch<br>• Plastic sheeting | • Permanent grass seed covered with straw or other mulches and tackifiers<br>• Geotextile fabrics such as permanent soil reinforcement matting<br>• Hydroseeding<br>• Shrubs or other permanent plantings covered with mulch<br>• Uniform and evenly distributed ground cover sufficient to restrain erosion<br>• Structural methods such as concrete, asphalt or retaining walls<br>• Rolled erosion control products with grass seed |

## POLYACRYLAMIDES (PAMS) AND FLOCCULANTS

1. Select flocculants that are appropriate for the soils being exposed during construction, selecting from the *NC DWR List of Approved PAMS/Flocculants*.
2. Apply flocculants at or before the inlets to Erosion and Sediment Control Measures.
3. Apply flocculants at the concentrations specified in the *NC DWR List of Approved PAMS/Flocculants* and in accordance with the manufacturer's instructions.
4. Provide ponding area for containment of treated Stormwater before discharging offsite.
5. Store flocculants in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures.

## EQUIPMENT AND VEHICLE MAINTENANCE

1. Maintain vehicles and equipment to prevent discharge of fluids.
2. Provide drip pans under any stored equipment.
3. Identify leaks and repair as soon as feasible, or remove leaking equipment from the project.
4. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste (recycle when possible).
5. Remove leaking vehicles and construction equipment from service until the problem has been corrected.
6. Bring used fuels, lubricants, coolants, hydraulic fluids and other petroleum products to a recycling or disposal center that handles these materials.

## LITTER, BUILDING MATERIAL AND LAND CLEARING WASTE

1. Never bury or burn waste. Place litter and debris in approved waste containers.
2. Provide a sufficient number and size of waste containers (e.g dumpster, trash receptacle) on site to contain construction and domestic wastes.
3. Locate waste containers at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
4. Locate waste containers on areas that do not receive substantial amounts of runoff from upland areas and does not drain directly to a storm drain, stream or wetland.
5. Cover waste containers at the end of each workday and before storm events or provide secondary containment. Repair or replace damaged waste containers.
6. Anchor all lightweight items in waste containers during times of high winds.
7. Empty waste containers as needed to prevent overflow. Clean up immediately if containers overflow.
8. Dispose waste off-site at an approved disposal facility.
9. On business days, clean up and dispose of waste in designated waste containers.

## PAINT AND OTHER LIQUID WASTE

1. Do not dump paint and other liquid waste into storm drains, streams or wetlands.
2. Locate paint washouts at least 50 feet away from storm drain inlets and surface waters unless no other alternatives are reasonably available.
3. Contain liquid wastes in a controlled area.
4. Containment must be labeled, sized and placed appropriately for the needs of site.
5. Prevent the discharge of soaps, solvents, detergents and other liquid wastes from construction sites.

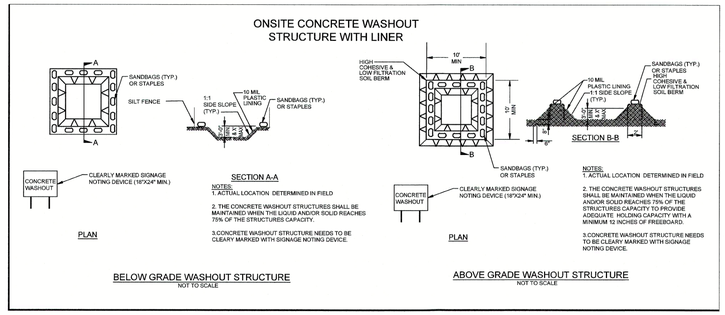
## PORTABLE TOILETS

1. Install portable toilets on level ground, at least 50 feet away from storm drains, streams or wetlands unless there is no alternative reasonably available. If 50 foot offset is not attainable, provide relocation of portable toilet behind silt fence or place on a gravel pad and surround with sand bags.
2. Provide staking or anchoring of portable toilets during periods of high winds or in high foot traffic areas.
3. Monitor portable toilets for leaking and properly dispose of any leaked material. Utilize a licensed sanitary waste hauler to remove leaking portable toilets and replace with properly operating unit.

## EARTHEN STOCKPILE MANAGEMENT

1. Show stockpile locations on plans. Locate earthen-material stockpile areas at least 50 feet away from storm drain inlets, sediment basins, perimeter sediment controls and surface waters unless it can be shown no other alternatives are reasonably available.
2. Protect stockpile with silt fence installed along toe of slope with a minimum offset of five feet from the toe of stockpile.
3. Provide stable stone access point when feasible.
4. Stabilize stockpile within the timeframes provided on this sheet and in accordance with the approved plan and any additional requirements. Soil stabilization is defined as vegetative, physical or chemical coverage techniques that will restrain accelerated erosion on disturbed soils for temporary or permanent control needs.

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***Environmental Quality***




## CONCRETE WASHOUTS

1. Do not discharge concrete or cement slurry from the site.
2. Dispose of, or recycle settled, hardened concrete residue in accordance with local and state solid waste regulations and at an approved facility.
3. Manage washout from mortar mixers in accordance with the above item and in addition place the mixer and associated materials on impervious barrier and within lot perimeter silt fence.
4. Install temporary concrete washouts per local requirements, where applicable. If an alternate method or product is to be used, contact your approval authority for review and approval. If local standard details are not available, use one of the two types of temporary concrete washouts provided on this detail.
5. Do not use concrete washouts for dewatering or storing defective curb or sidewalk sections. Stormwater accumulated within the washout may not be pumped into or discharged to the storm drain system or receiving surface waters. Liquid waste must be pumped out and removed from project.
6. Locate washouts at least 50 feet from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. At a minimum, install protection of storm drain inlet(s) closest to the washout which could receive spills or overflow.
7. Locate washouts in an easily accessible area, on level ground and install a stone entrance pad in front of the washout. Additional controls may be required by the approving authority.
8. Install at least one sign directing concrete trucks to the washout within the project limits. Post signage on the washout itself to identify this location.
9. Remove leavings from the washout when at approximately 75% capacity to limit overflow events. Replace the tarp, sand bags or other temporary structural components when no longer functional. When utilizing alternative or proprietary products, follow manufacturer's instructions.
10. At the completion of the concrete work, remove remaining leavings and dispose of in an approved disposal facility. Fill pit, if applicable, and stabilize any disturbance caused by removal of washout.

## HERBICIDES, PESTICIDES AND RODENTICIDES

1. Store and apply herbicides, pesticides and rodenticides in accordance with label restrictions.
2. Store herbicides, pesticides and rodenticides in their original containers with the label, which lists directions for use, ingredients and first aid steps in case of accidental poisoning.
3. Do not store herbicides, pesticides and rodenticides in areas where flooding is possible or where they may spill or leak into wells, stormwater drains, ground water or surface water. If a spill occurs, clean area immediately.
4. Do not stockpile these materials onsite.

## HAZARDOUS AND TOXIC WASTE

1. Create designated hazardous waste collection areas on-site.
2. Place hazardous waste containers under cover or in secondary containment.
3. Do not store hazardous chemicals, drums or bagged materials directly on the ground.


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GREENVILLE UTILITIES COMMISION
OLD TAR ROAD NATURAL GAS MAIN EXTENSION
PITT COUNTY, NORTH CAROLINA

# NCG01 GROUND STABILIZATION AND MATERIALS HANDLING

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| DESIGNED BY: | JML |
| DRAWN BY: | JML |
| CHECKED BY: | FLS |
| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |
| SHEET No. | C2.02 |



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## PART III
## SELF-INSPECTION, RECORDKEEPING AND REPORTING

### SECTION A: SELF-INSPECTION

Self-inspections are required during normal business hours in accordance with the table below. When adverse weather or site conditions would cause the safety of the inspection personnel to be in jeopardy, the inspection may be delayed until the next business day on which it is safe to perform the inspection. In addition, when a storm event of equal to or greater than 1.0 inch occurs outside of normal business hours, the self-inspection shall be performed upon the commencement of the next business day. Any time when inspections were delayed shall be noted in the Inspection Record.

| Inspect | Frequency (during normal business hours) | Inspection records must include: |
|---|---|---|
| (1) Rain gauge maintained in good working order | Daily | Daily rainfall amounts.<br>If no daily rain gauge observations are made during weekend or holiday periods, and no individual-day rainfall information is available, record the cumulative rain measurement for those un-attended days (and this will determine if a site inspection is needed). Days on which no rainfall occurred shall be recorded as "zero." The permittee may use another rain-monitoring device approved by the Division. |
| (2) E&SC Measures | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | 1. Identification of the measures inspected,<br>2. Date and time of the inspection,<br>3. Name of the person performing the inspection,<br>4. Indication of whether the measures were operating properly,<br>5. Description of maintenance needs for the measure,<br>6. Description, evidence, and date of corrective actions taken. |
| (3) Stormwater discharge outfalls (SDOs) | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | 1. Identification of the discharge outfalls inspected,<br>2. Date and time of the inspection,<br>3. Name of the person performing the inspection,<br>4. Evidence of indicators of stormwater pollution such as oil sheen, floating or suspended solids or discoloration,<br>5. Indication of visible sediment leaving the site,<br>6. Description, evidence, and date of corrective actions taken. |
| (4) Perimeter of site | At least once per 7 calendar days and within 24 hours of a rain event > 1.0 inch in 24 hours | If visible sedimentation is found outside site limits, then a record of the following shall be made:<br>1. Actions taken to clean up or stabilize the sediment that has left the site limits,<br>2. Description, evidence, and date of corrective actions taken, and<br>3. An explanation as to the actions taken to control future releases. |
| (5) Streams or wetlands onsite or offsite (where accessible) | At least once per 7 calendar days and within 24 hours of a rain event ≥ 1.0 inch in 24 hours | If the stream or wetland has increased visible sedimentation or a stream has visible increased turbidity from the construction activity, then a record of the following shall be made:<br>1. Description, evidence and date of corrective actions taken, and<br>2. Records of the required reports to the appropriate Division Regional Office per Part III, Section C, Item (2)(a) of this permit of this permit. |
| (6) Ground stabilization measures | After each phase of grading | 1. The phase of grading (installation of perimeter E&SC measures, clearing and grubbing, installation of storm drainage facilities, completion of all land-disturbing activity, construction or redevelopment, permanent ground cover).<br>2. Documentation that the required ground stabilization measures have been provided within the required timeframe or an assurance that they will be provided as soon as possible. |

NOTE: The rain inspection resets the required 7 calendar day inspection requirement.

## PART III
## SELF-INSPECTION, RECORDKEEPING AND REPORTING

### SECTION B: RECORDKEEPING

**1. E&SC Plan Documentation**

The approved E&SC plan as well as any approved deviation shall be kept on the site. The approved E&SC plan must be kept up-to-date throughout the coverage under this permit. The following items pertaining to the E&SC plan shall be documented in the manner described:

| Item to Document | Documentation Requirements |
|---|---|
| (a) Each E&SC Measure has been installed and does not significantly deviate from the locations, dimensions and relative elevations shown on the approved E&SC Plan. | Initial and date each E&SC Measure on a copy of the approved E&SC Plan or complete, date and sign an inspection report that lists each E&SC Measure shown on the approved E&SC Plan. This documentation is required upon the initial installation of the E&SC Measures or if the E&SC Measures are modified after initial installation. |
| (b) A phase of grading has been completed. | Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate completion of the construction phase. |
| (c) Ground cover is located and installed in accordance with the approved E&SC Plan. | Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate compliance with approved ground cover specifications. |
| (d) The maintenance and repair requirements for all E&SC Measures have been performed. | Complete, date and sign an inspection report. |
| (e) Corrective actions have been taken to E&SC Measures. | Initial and date a copy of the approved E&SC Plan or complete, date and sign an inspection report to indicate the completion of the corrective action. |

**2. Additional Documentation**

In addition to the E&SC Plan documents above, the following items shall be kept on the site

and available for agency inspectors at all times during normal business hours, unless the Division provides a site-specific exemption based on unique site conditions that make this requirement not practical:

(a) This general permit as well as the certificate of coverage, after it is received.

(b) Records of inspections made during the previous 30 days. The permittee shall record the required observations on the Inspection Record Form provided by the Division or a similar inspection form that includes all the required elements. Use of electronically-available records in lieu of the required paper copies will be allowed if shown to provide equal access and utility as the hard-copy records.

(c) All data used to complete the Notice of Intent and older inspection records shall be maintained for a period of three years after project completion and made available upon request. [40 CFR 122.41]

## PART III
## SELF-INSPECTION, RECORDKEEPING AND REPORTING

### SECTION C: REPORTING

**1. Occurrences that must be reported**

Permittees shall report the following occurrences:

(a) Visible sediment deposition in a stream or wetland.

(b) Oil spills if:

- They are 25 gallons or more,
- They are less than 25 gallons but cannot be cleaned up within 24 hours,
- They cause sheen on surface waters (regardless of volume), or
- They are within 100 feet of surface waters (regardless of volume).

(a) Releases of hazardous substances in excess of reportable quantities under Section 311 of the Clean Water Act (Ref: 40 CFR 110.3 and 40 CFR 117.3) or Section 102 of CERCLA (Ref: 40 CFR 302.4) or G.S. 143-215.85.

(b) Anticipated bypasses and unanticipated bypasses.

(c) Noncompliance with the conditions of this permit that may endanger health or the environment.

**2. Reporting Timeframes and Other Requirements**

After a permittee becomes aware of an occurrence that must be reported, he shall contact the appropriate Division regional office within the timeframes and in accordance with the other requirements listed below. Occurrences outside normal business hours may also be reported to the Division's Emergency Response personnel at (800) 662-7956, (800) 858-0368 or (919) 733-3300.

| Occurrence | Reporting Timeframes (After Discovery) and Other Requirements |
|---|---|
| (a) Visible sediment deposition in a stream or wetland | • ***Within 24 hours***, an oral or electronic notification.<br>• ***Within 7 calendar days***, a report that contains a description of the sediment and actions taken to address the cause of the deposition. Division staff may waive the requirement for a written report on a case-by-case basis.<br>• If the stream is named on the NC 303(d) list as impaired for sediment-related causes, the permittee may be required to perform additional monitoring, inspections or apply more stringent practices if staff determine that additional requirements are needed to assure compliance with the federal or state impaired-waters conditions. |
| (b) Oil spills and release of hazardous substances per Item 1(b)-(c) above | • ***Within 24 hours***, an oral or electronic notification. The notification shall include information about the date, time, nature, volume and location of the spill or release. |
| (c) Anticipated bypasses [40 CFR 122.41(m)(3)] | • ***A report at least ten days before the date of the bypass, if possible***. The report shall include an evaluation of the anticipated quality and effect of the bypass. |
| (d) Unanticipated bypasses [40 CFR 122.41(m)(3)] | • ***Within 24 hours***, an oral or electronic notification.<br>• ***Within 7 calendar days,*** a report that includes an evaluation of the quality and effect of the bypass. |
| (e) Noncompliance with the conditions of this permit that may endanger health or the environment[40 CFR 122.41(l)(7)] | • ***Within 24 hours***, an oral or electronic notification.<br>• ***Within 7 calendar days***, a report that contains a description of the noncompliance, and its causes; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time noncompliance is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6).<br>• Division staff may waive the requirement for a written report on a case-by-case basis. |

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# NCG01 SELF-INSPECTION, RECORDKEEPING AND REPORTING

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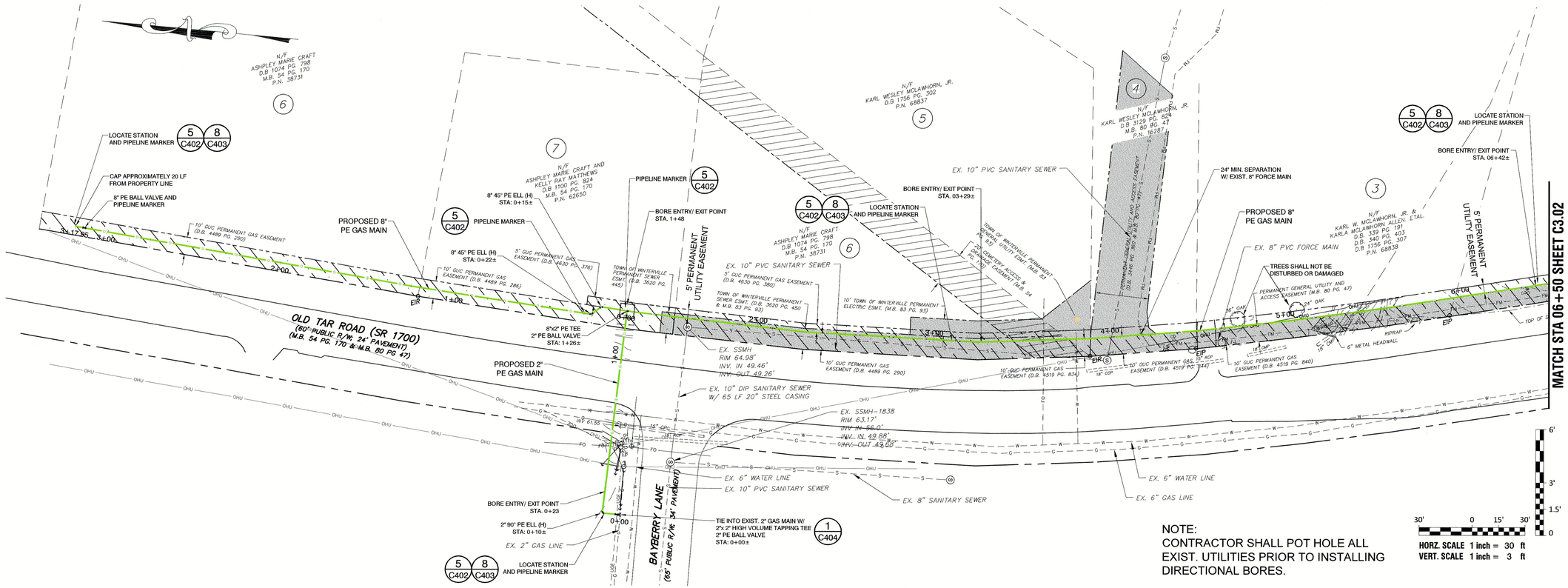
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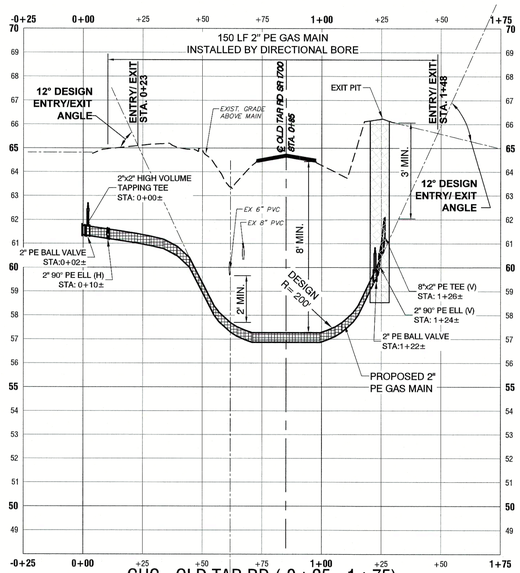
GREENVILLE UTILITIES COMMISION
OLD TAR ROAD NATURAL GAS MAIN EXTENSION
PITT COUNTY, NORTH CAROLINA

**NCG01 SELF INSPECTION, RECORD KEEPING AND REPORTING**

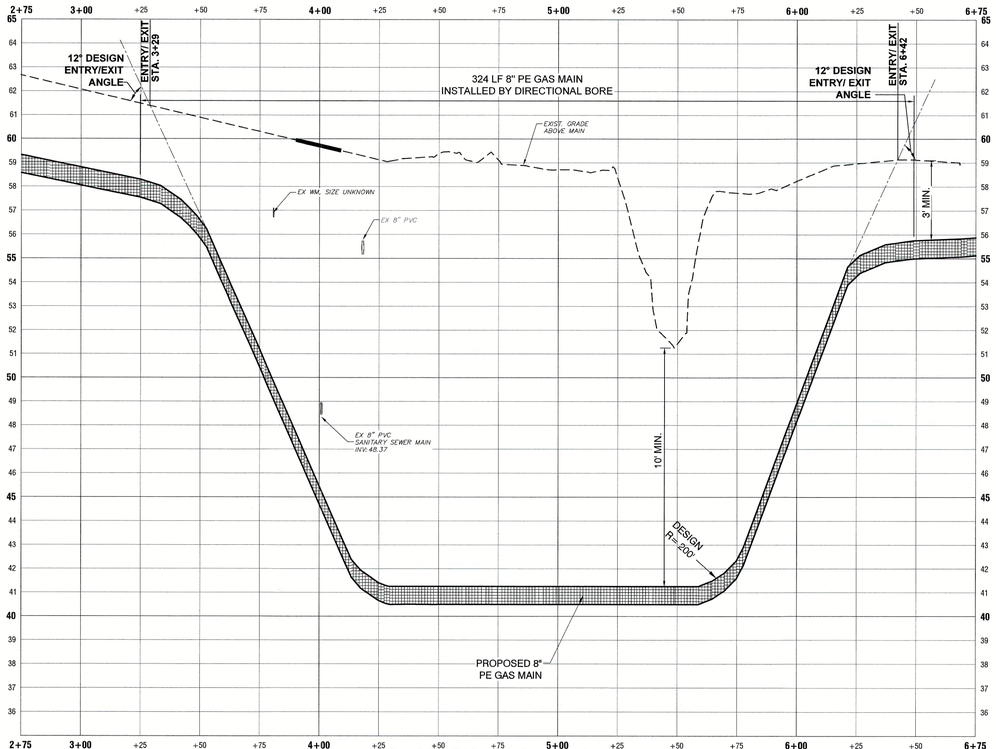
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| SHEET No. | **C2.03** |


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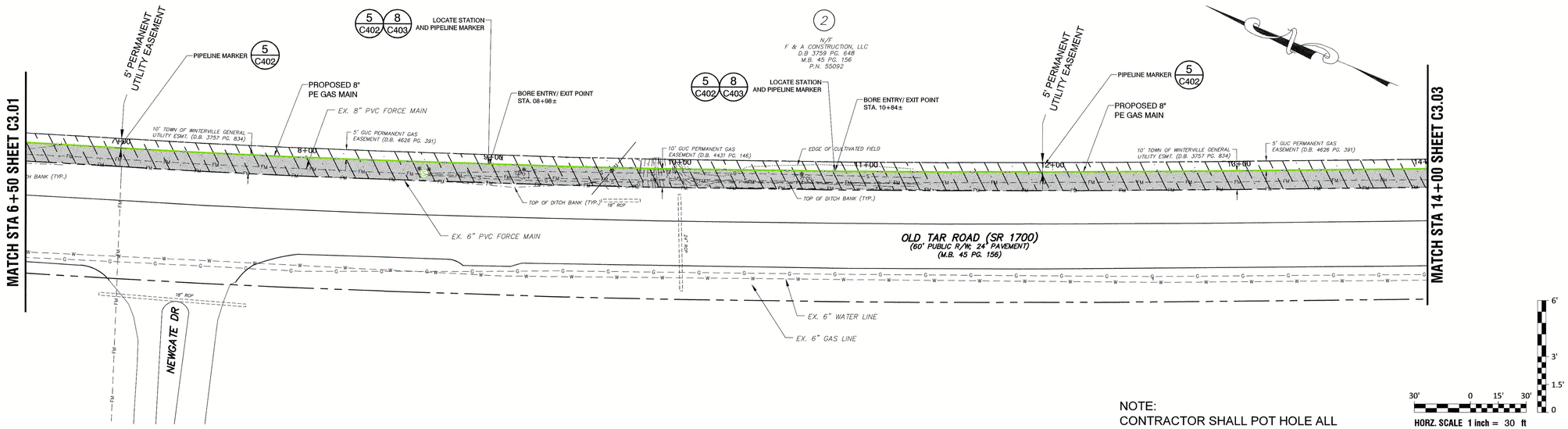
OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

# PLAN AND PROFILE

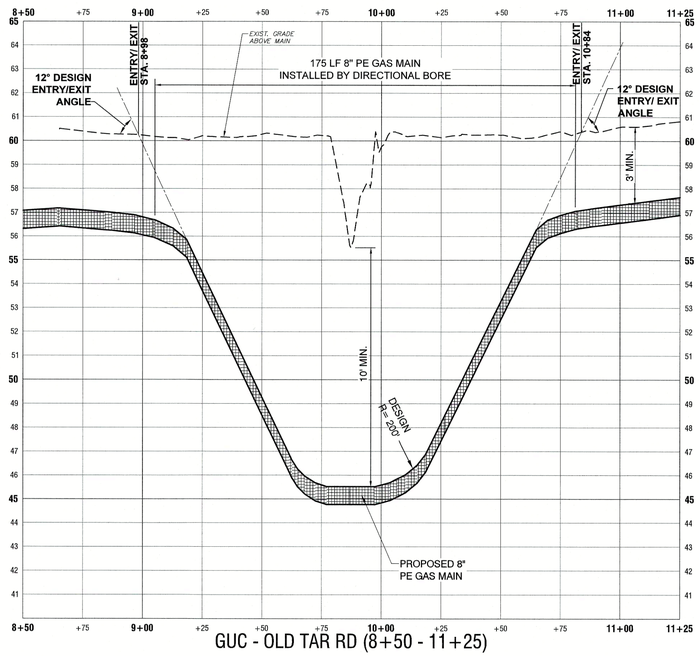
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30' 0 15' 30'
HORZ. SCALE 1 inch = 30 ft
VERT. SCALE 1 inch = 3 ft
6' 3' 1.5' 0




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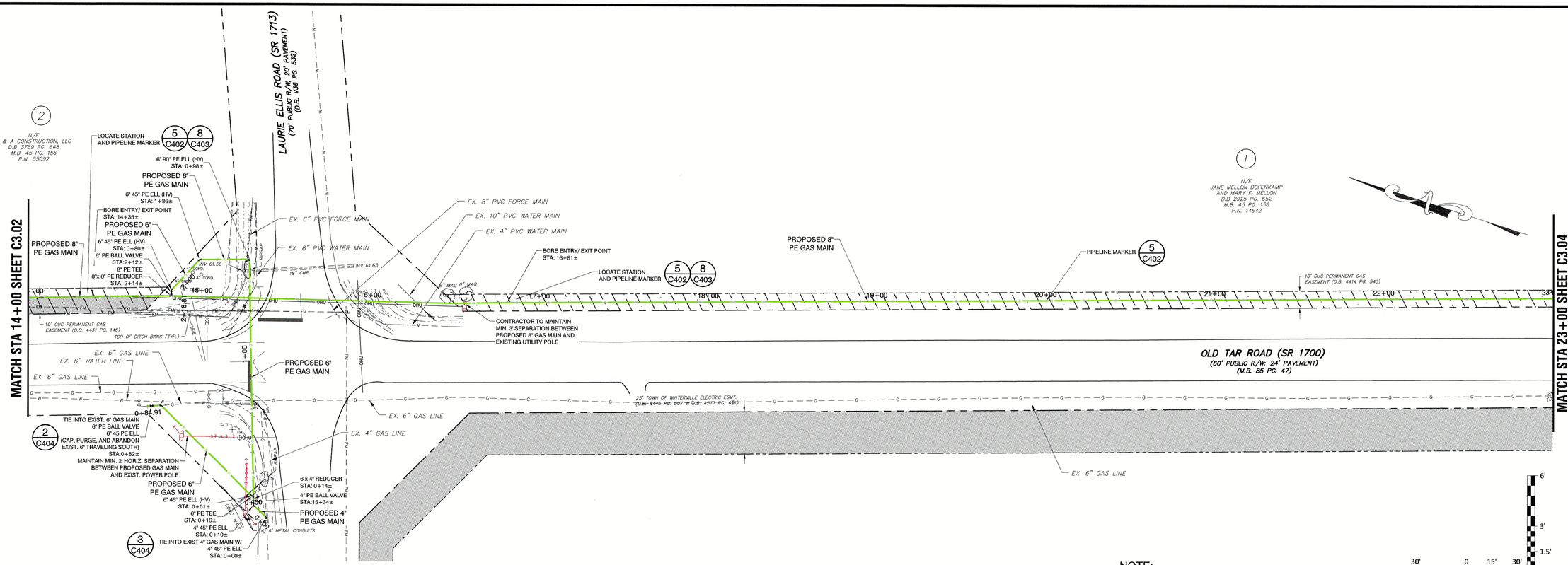
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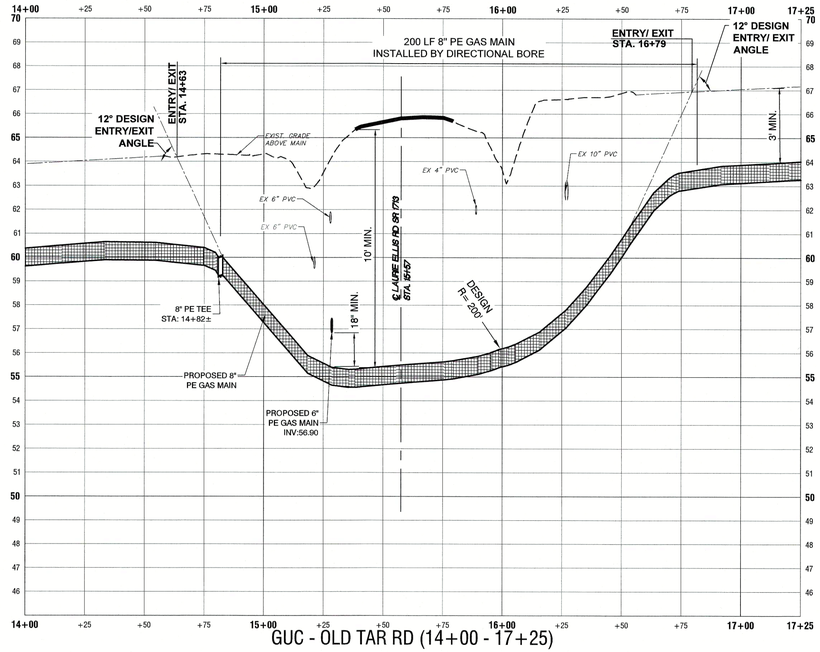
GREENVILLE UTILITIES COMMISION
OLD TAR ROAD NATURAL GAS MAIN EXTENSION
PITT COUNTY, NORTH CAROLINA

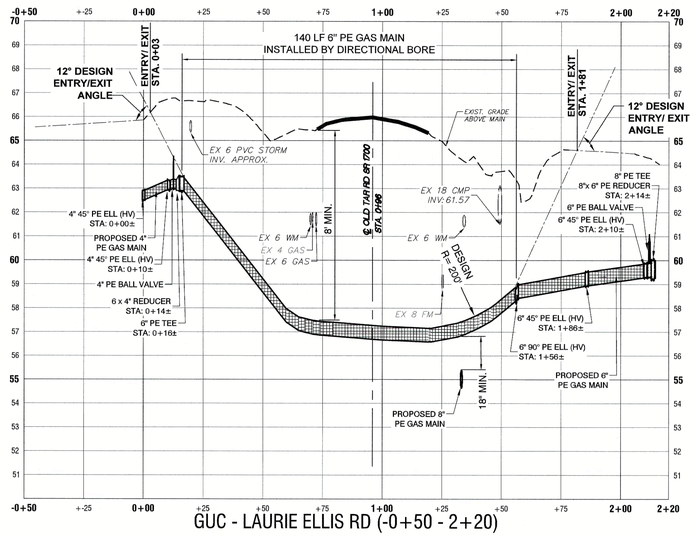
# PLAN AND PROFILE

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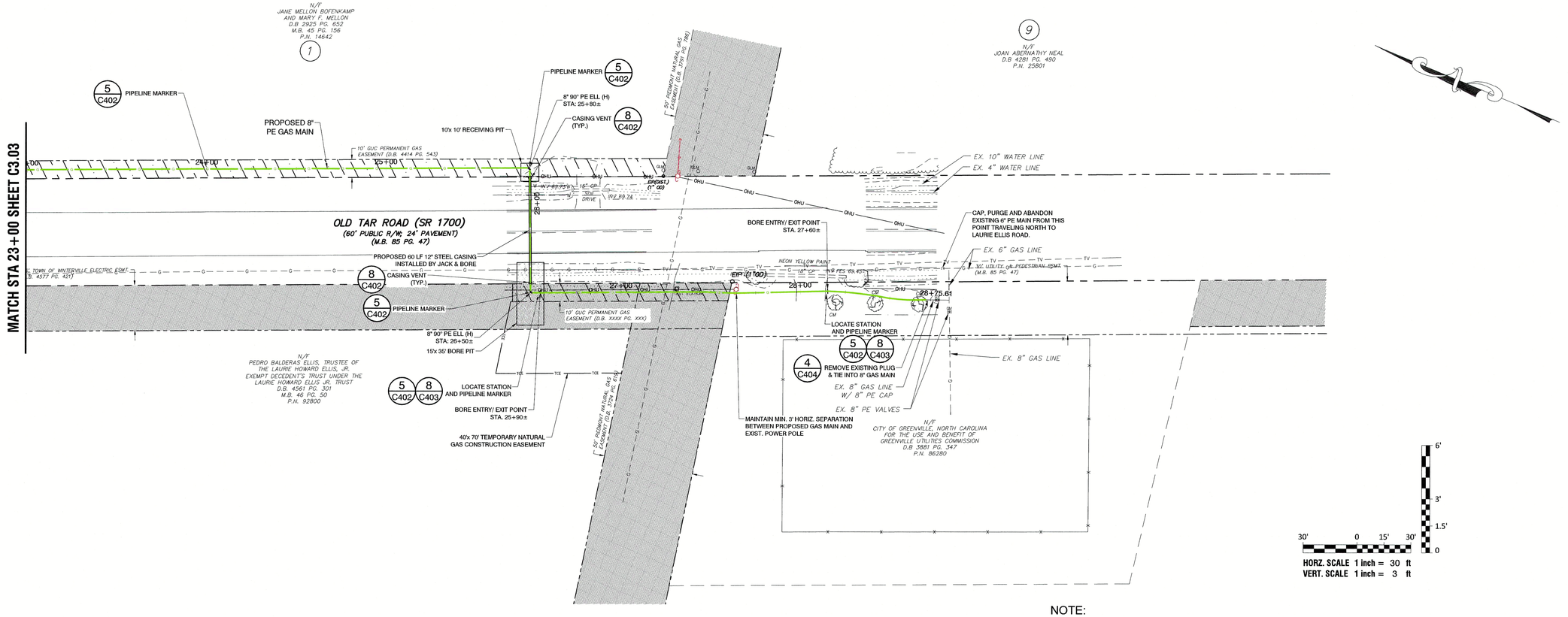
OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

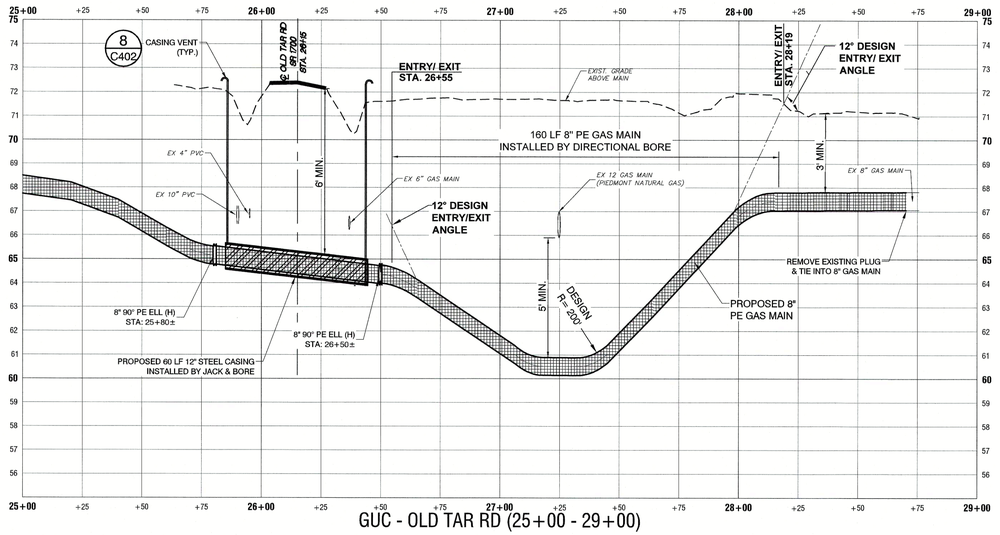
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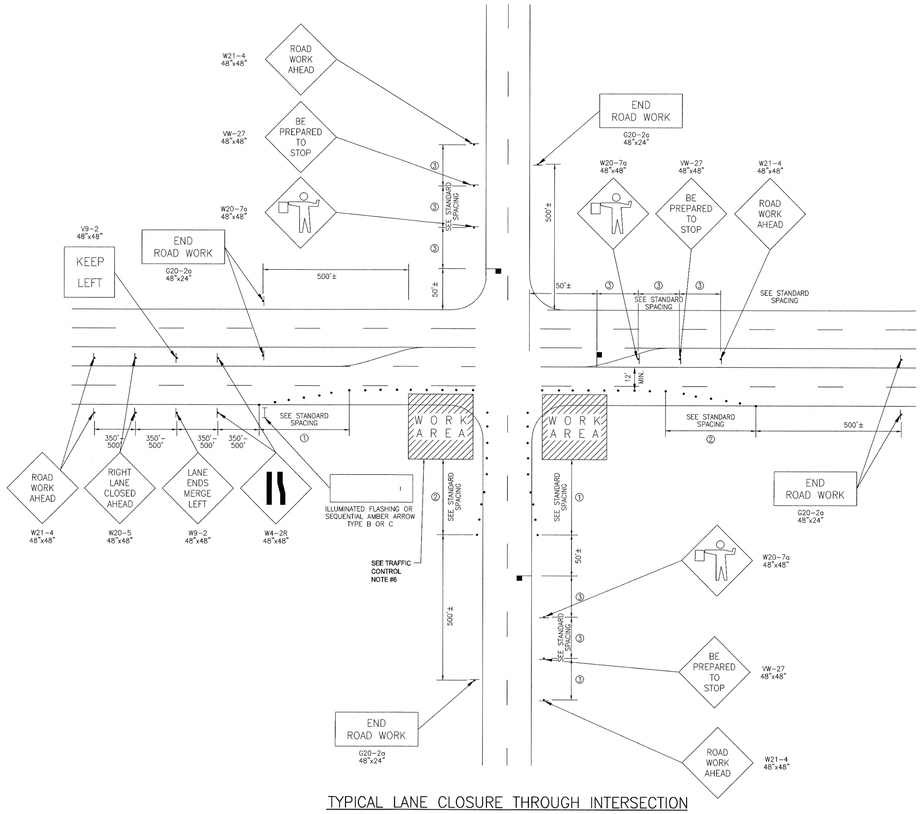
OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

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W21-4 48"x48"
ROAD WORK AHEAD
VW-27 48"x48"
BE PREPARED TO STOP
W20-7a 48"x48"
V9-2 48"x48"
KEEP LEFT
END ROAD WORK
G20-2a 48"x24"
500'±
50'±
SEE STANDARD SPACING
W20-4 48"x48"
ONE LANE ROAD AHEAD
W20-5 48"x48"
RIGHT LANE CLOSED AHEAD
W9-2 48"x48"
LANE ENDS MERGE LEFT
W4-2R 48"x48"
ILLUMINATED FLASHING OR SEQUENTIAL AMBER ARROW TYPE B OR C
SEE TRAFFIC CONTROL NOTE #6
350'-500'
W20-7A 48"x48"
W21-4A 48"x48"
W20-3A 48"x48"
ROAD WORK 2 MILES AHEAD
W20-1A 48"x48"
ROAD CONSTRUCTION 2 MILES
W20-1 48"x48"
W20-1a 48"x48"
ROAD CONSTRUCTION AHEAD
W20-1 48"x48"
W20-1a 48"x48"
W20-1 48"x48"
W20-1a 48"x48"
W20-1 48"x48"
W20-1a 48"x48"

## CONSTRUCTION SPECIFICATIONS

1. SYNTHETIC FILTER FABRIC SHALL BE A PERVIOUS SHEET PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN AND SHALL BE CERTIFIED BY THE MANUFACTURER OR SUPPLIER AS CONFORMING TO THE FOLLOWING REQUIREMENTS:

| PHYSICAL PROPERTY | TEST | REQUIREMENTS |
|---|---|---|
| FILTERING EFFICIENCY | ASTM 5141 | 85% (MIN.) |
| TENSILE STRENGTH AT 20% (MAX.) ELONGATION | VTM-52 | EXTRA STRENGTH- 50 LBS./LIN.IN. (MIN.) |
| FLOW RATE | ASTM 5141 | 0.3 GAL./SQ.FT./MIN. (MIN.) |
| ULTRAVIOLET RADIATION STABILITY % | ASTM G-26 | 90% (MIN.) |

   SEE DEHNR TABLE 6.62b

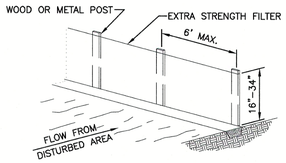
2. SYNTHETIC FILTER FABRIC SHALL CONTAIN ULTRAVIOLET RAY INHIBITORS AND STABILIZERS TO PROVIDE A MINIMUM OF 6 MONTHS OF EXPECTED USABLE CONSTRUCTION LIFE AT A TEMPERATURE RANGE OF 0°F TO 120°F.
3. IF WOODEN STAKES ARE UTILIZED FOR SILT FENCE CONSTRUCTION, THEY MUST HAVE A DIAMETER OF 2 INCHES WHEN OAK IS USED AND 4 INCHES WHEN PINE IS USED. WOODEN STAKES MUST HAVE A MINIMUM LENGTH OF 5 FEET.
4. IF STEEL POSTS (STANDARD "U" OR "T" SECTION) ARE UTILIZED FOR SILT FENCE CONSTRUCTION, THEY MUST HAVE A MINIMUM WEIGHT OF 1.33 POUNDS PER LINEAR FOOT AND SHALL HAVE A MINIMUM LENGTH OF 5 FEET AND SHALL HAVE PROJECTIONS FOR FASTENING FABRIC.
5. WIRE FENCE REINFORCEMENT FOR SILT FENCES USING STANDARD-STRENGTH FILTER CLOTH SHALL BE A MINIMUM 14 GAUGE AND SHALL HAVE A MAXIMUM MESH SPACING OF 6 INCHES.

## INSTALLATION

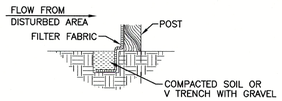
1. THE HEIGHT OF A SILT FENCE SHALL BE A MINIMUM OF 16 INCHES. ABOVE THE ORIGINAL GROUND SURFACE AND SHALL NOT EXCEED 34 INCHES ABOVE GROUND ELEVATION.
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE UNAVOIDABLE, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6-FOOT OVERLAP, AND SECURELY SEALED.
3. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 8 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE SIDE OF THE PROPOSED LOCATION OF THE MEASURE.
4. POSTS SHALL BE PLACED A MAXIMUM OF 6 FEET APART. THE FILTER FABRIC SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING ONE INCH LONG (MINIMUM) HEAVY-DUTY WIRE STAPLES OR TIE WIRES AND TWELVE INCHES OF FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
5. THE 8 INCH BY 4 INCH TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
6. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

## MAINTENANCE

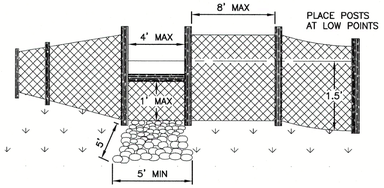
1. SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED SILT FENCE RESULTING FROM END RUNS AND UNDERCUTTING.
3. SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
4. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
5. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.




SHEET FLOW INSTALLATION (PERSPECTIVE VIEW)




TRENCH OF A SILT FENCE

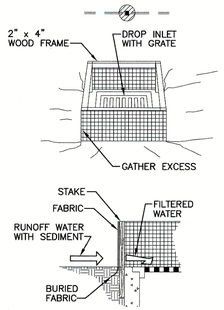



TYPICAL SILT FENCES

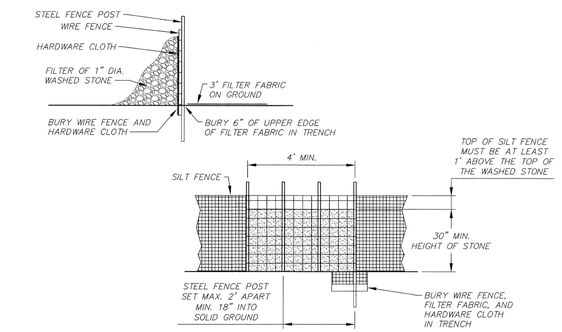
**1 TEMPORARY SILT FENCE**
SCALE: N.T.S.

## CONSTRUCTION SPECIFICATIONS

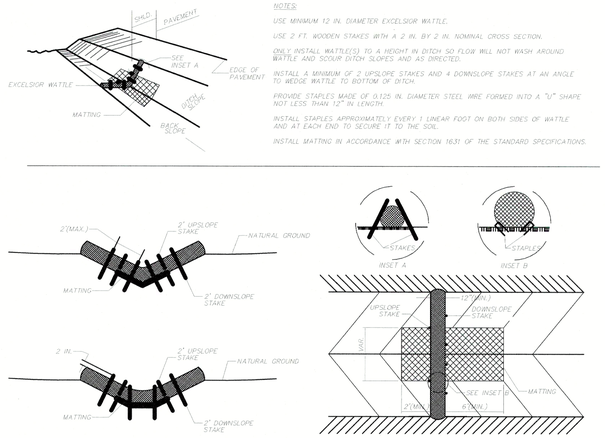
1. SILT FENCE DROP INLET PROTECTION
   A. SILT FENCE SHALL CONFORM TO THE CONSTRUCTION SPECIFICATIONS FOR "EXTRA STRENGTH" DEHNR 6.51 AND SHALL BE CUT FROM A CONTINUOUS ROLL TO AVOID JOINTS.
   B. STAKES SHALL BE 2 x 4-INCH WOOD (PREFERRED) OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF 3 FEET.
   C. SPACE STAKES EVENLY AROUND THE PERIMETER OF THE INLET A MAXIMUM OF 3-FEET APART, AND SECURELY DRIVE THEM INTO THE GROUND, APPROXIMATELY 18-INCHES DEEP.
   D. TO PROVIDE NEEDED STABILITY TO THE INSTALLATION, FRAME WITH 2 x 4-INCH WOOD STRIPS AROUND THE CREST OF THE OVERFLOW AREA AT A MAXIMUM OF 1 1/2 FEET ABOVE THE DROP INLET CREST.
   E. PLACE THE BOTTOM 12 INCHES OF THE FABRIC IN A TRENCH AND BACKFILL THE TRENCH WITH 12 INCHES OF COMPACTED SOIL.
   F. FASTEN FABRIC SECURELY BY STAPLES OR WIRE TO THE STAKES AND FRAME. JOINTS MUST BE OVERLAPPED TO THE NEXT STAKE.
   G. IT MAY BE NECESSARY TO BUILD A TEMPORARY DIKE ON THE DOWNSLOPE SIDE OF THE STRUCTURE TO PREVENT BYPASS FLOW.



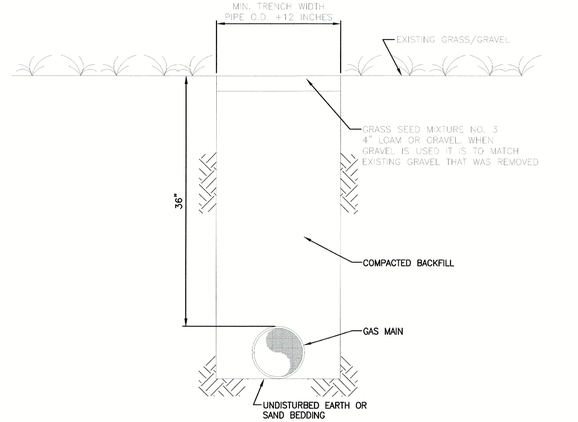

**3 STORM DRAIN INLET PROTECTION**
SCALE: N.T.S.



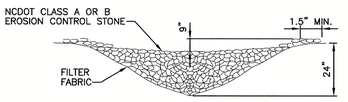

**6 SILT FENCE OUTLET**
N.T.S.

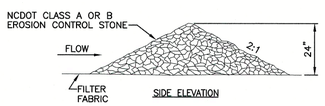



**4 EXCELSIOR WATTLE DETAIL**
SCALE: N.T.S.

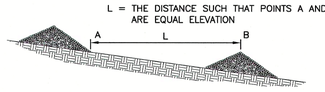



**7 TYPICAL TRENCH SECTION IN GRASS/GRAVEL AREA**
SCALE: N.T.S.




ROCK CHECK DAM




SPACING BETWEEN CHECK DAMS

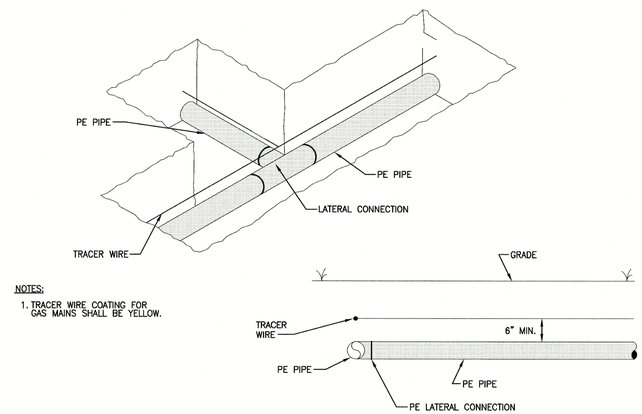
## CONSTRUCTION SPECIFICATIONS

1. PLACE STONE TO THE LINES AND DIMENSIONS SHOWN IN THE PLAN ON A FILTER FABRIC FOUNDATION.
2. KEEP THE CENTER STONE SECTION AT LEAST 9 INCHES BELOW NATURAL GROUND LEVEL WHERE THE DAM ABUTS THE CHANNEL BANKS.
3. EXTEND STONE AT LEAST 1.5 FT. BEYOND THE DITCH BANKS TO KEEP OVERFLOW WATER FROM UNDERCUTTING THE DAM AS IT RE-ENTERS THE CHANNEL.
4. SET SPACING BETWEEN DAMS TO ASSURE THAT THE ELEVATION AT THE TOP OF THE LOWER DAM IS THE SAME AS THE TOE ELEVATION OF THE UPPER DAM.
5. PROTECT THE CHANNEL DOWNSTREAM FROM THE LOWEST CHECK DAM, CONSIDERING THAT WATER WILL FLOW OVER AND AROUND THE DAM.
6. MAKE SURE THAT THE CHANNEL REACH ABOVE THE MOST UPSTREAM DAM IS STABLE.
7. ENSURE THAT CHANNEL APPURTENANCES, SUCH AS CULVERT ENTRANCES BELOW CHECK DAMS, ARE NOT SUBJECT TO DAMAGE OR BLOCKAGE FROM DISPLACED STONES.

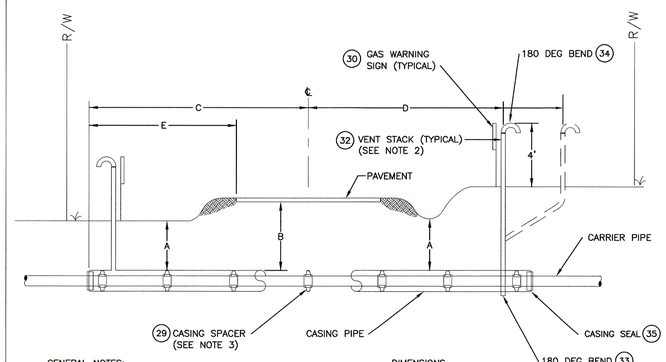
## MAINTENANCE

1. INSPECT CHECK DAMS AND CHANNELS FOR DAMAGE AFTER EACH RUNOFF EVENT.
2. ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM. CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, INSTALL A PROTECTIVE RIPRAP LINER IN THAT PORTION OF THE CHANNEL.
3. REMOVE SEDIMENT ACCUMULATED BEHIND THE DAMS AS NEEDED TO PREVENT DAMAGE TO CHANNEL VEGETATION, ALLOW THE CHANNEL TO DRAIN THROUGH THE STONE CHECK DAM, AND PREVENT LARGE FLOWS FROM CARRYING SEDIMENT OVER THE DAM. ADD STONES TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS SECTION.

**2 TEMPORARY ROCK SILT CHECK DAM**
SCALE: N.T.S.




**5 TYPICAL LOCATING DEVICE INSTALLATION FOR SINGLE TRENCH INSTALLATION**
SCALE: N.T.S.




GENERAL NOTES:

1. CASING FOR EACH CROSSING SHALL BE WELDED INTO ONE CONTINUOUS LENGTH.
2. ALL VENT CONNECTIONS SHALL BE WELDED. COUPLINGS SHALL NOT BE ALLOWED.
3. CASING SPACERS ARE TO BE INSTALLED PER MANUFACTURERS SPECIFICATION.

DIMENSIONS:

FOR ROADWAY CROSSINGS
"A" = FOUR (4) FEET MINIMUM
"B" = FOUR (4) FEET MINIMUM
"C" = AS SHOWN ON PLANS
"D" = TO THE RIGHT-OF-WAY LINE
"E" = MINIMUM 5' FROM END OF CASING TO EDGE OF PAVEMENT

**8 CASING DETAIL**
SCALE: N.T.S.


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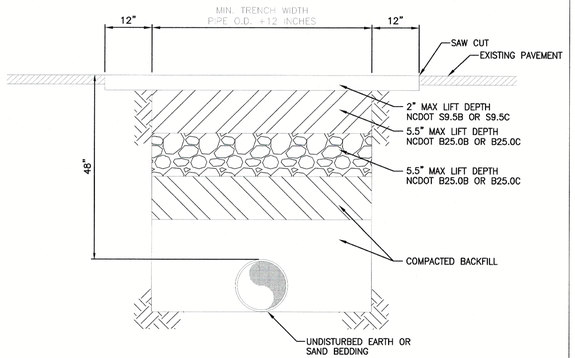
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PITT COUNTY, NORTH CAROLINA

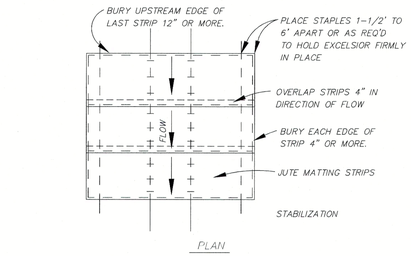
# DETAILS

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| DRAWN BY: | JML |
| CHECKED BY: | FLS |
| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |
| SHEET No. | C4.02 |

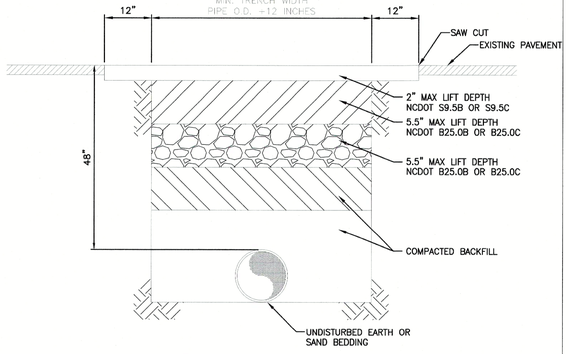
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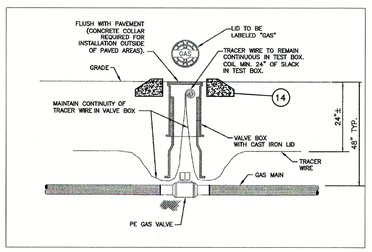

**1 TYPICAL PAVEMENT REPAIR ON CITY MAINTAINED ROADS** SCALE: N.T.S.



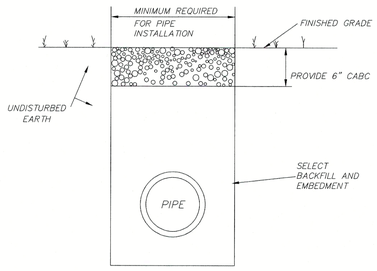

**2 SLOPE STABILIZATION W/ EXCELSIOR MATTING** SCALE: N.T.S.



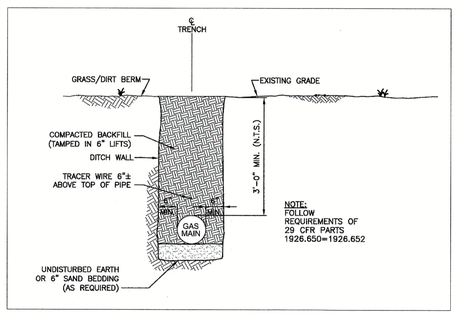

**3 TYPICAL PAVEMENT REPAIR ON NCDOT MAINTAINED ROADS** N.T.S.



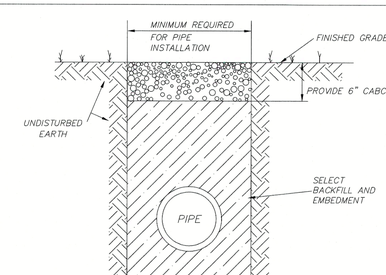

**4 TYPICAL PLASTIC GAS VALVE INSTALLATION DETAIL** SCALE: N.T.S.



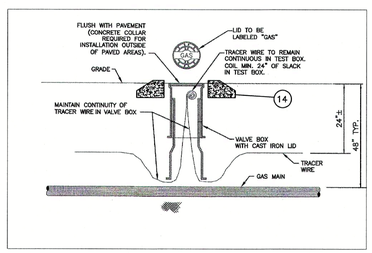

**5 TYP. SOIL AND STONE DRIVE CONSTRUCTION** SCALE: N.T.S.



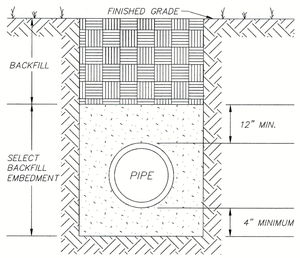

**7 TYPICAL POLYETHYLENE (PE) PIPE TRENCH INSTALLATION DETAIL** SCALE: N.T.S.



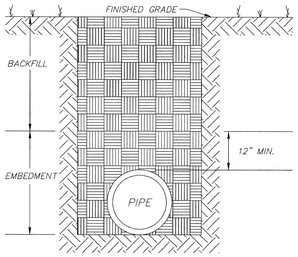

**6 TYP. SOIL AND STONE DRIVE CONSTRUCTION** SCALE: N.T.S.




**8 TYPICAL LOCATE STATION INSTALLATION DETAIL** SCALE: N.T.S.




**9 CLASS "E" BEDDING** SCALE: N.T.S.




**10 CLASS "F" BEDDING** SCALE: N.T.S.

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(252) 752-4135

6/9/26

NORTH CAROLINA PROFESSIONAL SEAL 049695 ENGINEER KEITH T. ANDERSON

FINAL DRAWING
For Review
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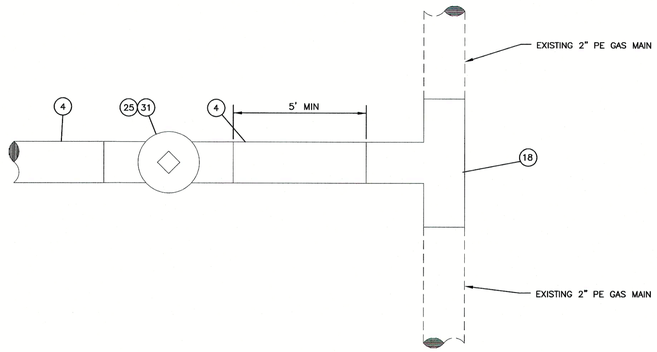
OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

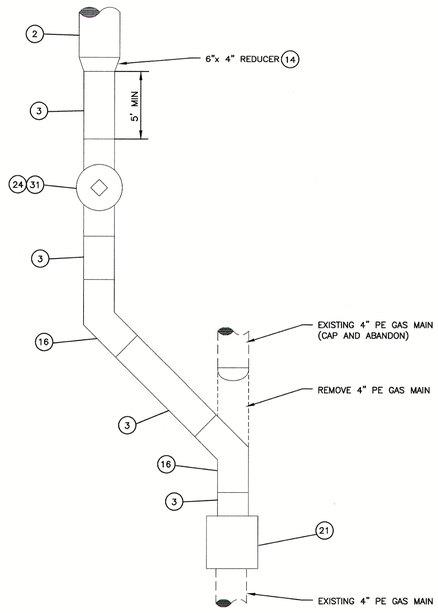
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| CHECKED BY: | FLS |
| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |
| SHEET No. | C4.03 |

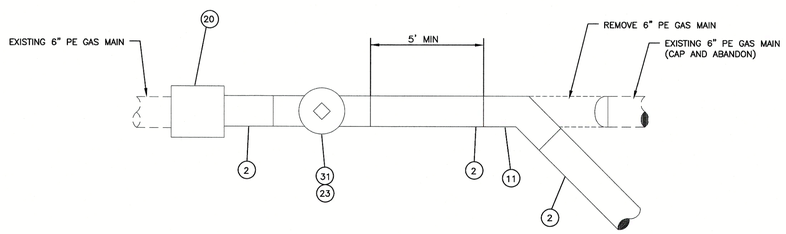
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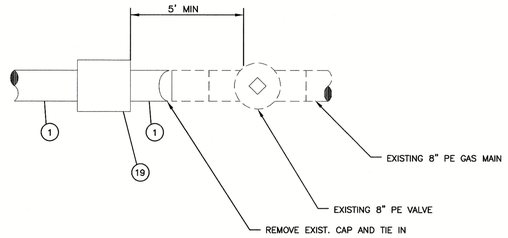

**1 DETAIL**
SCALE: N.T.S.




**3 DETAIL**
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**2 DETAIL**
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**4 DETAIL**
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NORTH CAROLINA PROFESSIONAL SEAL 040685 ENGINEER SETH T. ANDERSON

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GREENVILLE UTILITIES COMMISION

OLD TAR ROAD NATURAL GAS MAIN EXTENSION

PITT COUNTY, NORTH CAROLINA

**DETAILS**

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| PROJECT No. | 2025001 |
| DRAWING No. | W-4260 |
| SCALE: | AS NOTED |

SHEET No.
**C4.04**

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