

\*214PRLFSF547\*



DocumentID PRLF014

SITENAME CALDWELL

DocumentType Correspondence (C)

RptSegment 1

DocDate 1/21/2010

DocRcvd 1/21/2010

Box SF547

AccessLevel Public

Division Waste Management

Section Superfund

Program IHS (IHS)

DocCat Facility



North Carolina Department of Environment and Natural Resources  
Division of Waste Management

Beverly Eaves Perdue  
Governor

Dexter R. Matthews  
Director

Dee Freeman  
Secretary

1/21/2010

Mr. Stan Kiser  
Caldwell County Manager  
PO Box 2200  
Lenoir, NC 28645

Subject: Pre-Regulatory Landfill Sites in Caldwell County

Dear Mr. Kiser:

The General Assembly of North Carolina enacted Senate Bill 1492 which created a program to assess the public health and environmental hazards at landfill and dump sites that operated prior to 1983 and to develop and implement remedial action plans at sites requiring remediation. The Pre-Regulatory Landfill Unit (Unit) was created in the Inactive Hazardous Sites Branch (IHSB) to oversee these activities. The purpose of this letter is to make you aware of the sites identified in your county and to provide general guidance of relevant state statutes.

Based on the information obtained by the Unit, the sites listed below tentatively qualify under Senate Bill 1492.

<u>ID Number</u>	<u>Site Name</u>	<u>Site Address</u>
NONCD0000194	Blowing Rock Landfill	Pack Hill Rd, Blowing Rock
NONCD0000769	Dudley Shoals Road Landfill	Dudley Shoals Rd, Dudley Shoals
NONCD0000770	Dudley Shoals Road Landfill 2	621 Dudley Shoals Rd, Dudley Shoals
NONCD0000186	Granite Falls Dump	Quarry Rd, Granite Falls
NONCD0000191	Helton Refuse Dump	5351 Cannon Dr, Granite Falls
NONCD0000716	Charlie Little Road Landfill	Dudley Shoals Rd, Granite Falls
NONCD0000187	Chester Refuse Disposal	Dave Chester Dr, Lenoir
NONCD0000188	Garnes Refuse Dump	2250 Garnes Place, Lenoir
NONCD0000189	Walsh Refuse Dump	2171 Piney Grove Circle, Lenoir
NONCD0000193	Lenoir Dump	Beard Collettsville Rd, Lenoir
NONCD0000190	Rhodhiss Dump	Park Place, Rhodhiss

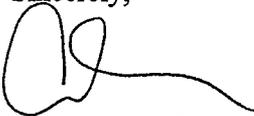
Work at these sites may be performed using the Unit's resources or through local government actions. The Unit has prioritized the sites statewide based on their threat to public health and the environment and will perform assessments and implement remedial actions based on this priority. Local governments may

opt to perform the work at any time under the guidance of the Unit. Reimbursement of local government costs may be available for assessments and remedial actions to abate an imminent hazard as funds are available. The conditions for reimbursement include approval of the assessment and remediation plan by the Unit and certified accounting of costs. A document, *IHSB Guidelines for Addressing Old Landfills & Dumps*, was developed to assist local governments and the Unit in this work. It is available on our web site, [http://wastenotnc.org/sfhome/IHSBRNCH\\_OldLandfills.HTM](http://wastenotnc.org/sfhome/IHSBRNCH_OldLandfills.HTM), for your review.

An additional purpose in notifying you of these sites is to provide information to assist in your responsibilities in the permitting of private drinking water wells. The General Assembly enacted legislation which required local health departments to implement programs for the permitting, inspecting, and testing of private drinking water wells by July 1, 2008. State well construction standards in 15A NCAC 2C require a minimum horizontal separation of 500 feet between a water supply well and a landfill or disposal site. More precise location information for the sites in your county may be requested from the Unit.

If you are aware of additional sites, have additional information on the identified sites, or need further information, please contact me at (919) 508-8484.

Sincerely,



Aaron Shear, Hydrogeologist  
Pre-Regulatory Landfill Unit  
Inactive Hazardous Sites Branch  
Superfund Section

cc: Mr. Ray Rhinehart – Caldwell County Environmental Health Supervisor



## North Carolina Department of Environment and Natural Resources

Dexter R. Matthews, Director

Division of Waste Management

Michael F. Easley, Governor  
William G. Ross Jr., Secretary

February 26, 2007

<SAL> <FIRST> <LAST>, County Manager  
County of <MUNICIPALITY>  
<ADDRESS>  
<TOWN>, North Carolina <ZIP>

Subject: Assessment, Cleanup, and Redevelopment of Old Landfill Sites Within Your Jurisdiction

Dear <SAL> <LAST>:

Governor Easley released his proposed budget February 22, 2007. Included in the budget is a specific item I believe should be of interest to you from a fiscal, environmental and public health protection perspective.

There are approximately 700 old landfills statewide and <LANDFILL#> old landfills in your local area that closed before the State permitting system became effective. These landfills are listed on the Old Landfill Sites portion of the Inactive Hazardous Sites Inventory maintained by the Superfund Section, Division of Waste Management. Any person, including local governments, that arranged for disposal or disposed of waste in the landfills may be held liable for the cleanup of the site. I have attached a report that identifies the location of known old landfill sites in <COUNTY NAME> County that may have closed prior to 1983 and thus qualify for the program described in this letter.

The Division has surveyed old landfills in 47 counties. The results of the survey indicate reason for concern about potential public health and safety impacts of these sites if they are not addressed. Seventy percent of the sites surveyed had a school, church, residence, day care or drinking water source within 1000 feet. The Division has found 102 old landfills that have a drinking water well within 500 feet. Thirteen of the landfills surveyed have residences built over the old landfill. The cost of assessment and cleanup of these old landfill sites can be as high as several million dollars.

Governor Easley's budget establishes a partnership between the State and local governments to both clean up the old landfill sites and provide funding for redevelopment of the sites. Many are in prime locations for redevelopment opportunities. The Governor's budget proposes to pay for cleanup and redevelopment of these sites through a surcharge on disposal of solid waste. The funding mechanism is a fair one. It is based on the idea that those who use solid waste disposal facilities should share responsibility for cleanup of sites used for solid waste disposal in the past that may have been lawful at the time, but did not meet standards that we now know are necessary to protect public health and safety.

The proposed \$2.00 per ton disposal surcharge would apply to residential, commercial, industrial, and construction and demolition debris type waste that is either disposed at a landfill or passes through a transfer station for disposal out-of-state. The State would use revenue from the surcharge to contract for cleanup of the old landfill sites and to provide grants to local government for redevelopment. The funds could also be used across the state to clean up other hazardous substance disposal sites that have no viable responsible party.

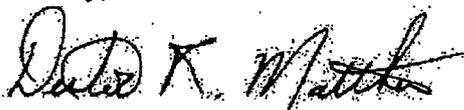
The only tool currently available to the State to ensure cleanup when it is needed is an enforcement action against those who owned, operated, or contributed to old landfills. The Governor's proposal would avoid placing an unreasonable

burden on any one local government and allow us to use our resources for actual cleanup rather than legal action. When old landfill sites were in use, North Carolina citizens, businesses, and industries benefited from their existence as a place to dispose of waste. The surcharge on waste disposal is a way for citizens, businesses, and industries to form a partnership for cleanup and redevelopment of these old landfill sites.

There is great interest this session of the General Assembly in strengthening requirements for landfills permitted in North Carolina. I encourage you to take a close look at legislation that will be introduced, specifically this initiative and what it can bring to your jurisdiction.

If you have questions regarding the program for clean-up of old landfills, please contact Jack Butler, Chief of the Superfund Section, at [jack.butler@ncmail.net](mailto:jack.butler@ncmail.net) or call (919)508-8450.

Sincerely,

A handwritten signature in black ink, appearing to read "Dexter R. Matthews". The signature is written in a cursive style with some loops and flourishes.

Dexter R. Matthews, Director

cc: David Thompson, NCACC  
Jack Butler, Chief – Superfund Section



## North Carolina Department of Environment and Natural Resources

Dexter R. Matthews, Director

Division of Waste Management

Michael F. Easley, Governor  
William G. Ross Jr., Secretary

February 27, 2007

<SAL> <FIRST> <LAST>  
<TITLE>, <MUNICIPALITY>  
<ADDRESS>  
<TOWN>, North Carolina <ZIP>

Subject: Assessment, Cleanup, and Redevelopment of Old Landfill Sites Within Your Jurisdiction

Dear <SAL> <LAST>:

Governor Easley released his proposed budget February 22, 2007. Included in the budget is a specific item I believe should be of interest to you from a fiscal, environmental and public health protection perspective.

There are approximately 700 old landfills statewide and <LANDFILL#> old landfills in your local area that closed before the State's permitting system became effective. These landfills are listed on the Old Landfill Sites portion of the Inactive Hazardous Sites Inventory maintained by the Superfund Section, Division of Waste Management. Any person, including local governments, that arranged for disposal or disposed of waste in the landfills may be held liable for the cleanup of the site. I have attached a report that identifies the location of known old landfill sites in your area that may have closed prior to 1983 and thus qualify for the program described in this letter.

The Division has surveyed old landfills in 47 counties. The results of the survey indicate reason for concern about potential public health and safety impacts of these sites if they are not addressed. Seventy percent of the sites surveyed had a school, church, residence, day care or drinking water source within 1000 feet. The Division has found 102 old landfills that have a drinking water well within 500 feet. Thirteen of the landfills surveyed have residences built over the old landfill. The cost of assessment and cleanup of these old landfill sites can be as high as several million dollars.

Governor Easley's budget establishes a partnership between the State and local governments to both clean up the old landfill sites and provide funding for redevelopment of the sites. Many are in prime locations for redevelopment opportunities. The Governor's budget proposes to pay for cleanup and redevelopment of these sites through a surcharge on disposal of solid waste. The funding mechanism is a fair one. It is based on the idea that those who use solid waste disposal facilities should share responsibility for cleanup of sites used for solid waste disposal in the past that may have been lawful at the time, but did not meet standards that we now know are necessary to protect public health and safety.

The proposed \$2.00 per ton disposal surcharge would apply to residential, commercial, industrial, and construction and demolition debris type waste that is either disposed at a landfill or passes through a transfer station for disposal out-of-state. The State would use revenue from the surcharge to contract for cleanup of the old landfill sites and to provide grants to local government for redevelopment. The funds could also be used statewide to clean up other hazardous substance disposal sites that have no viable responsible party.

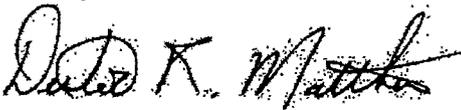
The only tool currently available to the State to ensure cleanup when it is needed is an enforcement action against those who owned, operated, or contributed to old landfills. The Governor's proposal would avoid placing an unreasonable

burden on any one local government and allow us to use our resources for actual cleanup rather than legal action. When old landfill sites were in use, North Carolina citizens, businesses, and industries benefited from their existence as a place to dispose of waste. The surcharge on waste disposal is a way for citizens, businesses, and industries to form a partnership for cleanup and redevelopment of these old landfill sites.

There is great interest this session of the General Assembly in strengthening requirements for landfills permitted in North Carolina. I encourage you to take a close look at legislation that will be introduced, specifically this initiative and what it can bring to your jurisdiction.

If you have questions regarding the program for clean-up of old landfills, please contact Jack Butler, Chief of the Superfund Section at [jack.butler@ncmail.net](mailto:jack.butler@ncmail.net) or (919) 508-8450.

Sincerely,

A handwritten signature in black ink, appearing to read "Dexter R. Matthews". The signature is written in a cursive, somewhat stylized font.

Dexter R. Matthews, Director

cc: Ellis Hankins, NCLM  
Jack Butler, Chief – Superfund Section

The mailing list for these letters is filed in a folder in the first file cabinet drawer for the old landfill sites.

A statewide Old Landfill Inventory report is filed in a folder in the first file cabinet drawer for the old landfill sites.



## North Carolina Department of Environment and Natural Resources

Dexter R. Matthews, Director

Division of Waste Management

Michael F. Easley, Governor  
William G. Ross Jr., Secretary

January 31, 2005

Mr. Bobby White  
County Manager  
PO Box 2200  
Lenoir, North Carolina 28645

Re: Request for Information on old unlined landfills, Caldwell County.

Dear Mr. White,

The Division of Waste Management, Superfund Section, Inactive Hazardous Sites Branch (Branch) is in the process of cataloging old landfills in the state. This letter is being sent to you to solicit your cooperation in providing information on old unlined landfills that are not subject to Division of Waste Management, Solid Waste Section post-closure regulations in your county. This process is a part of a statewide effort to accurately inventory old dumpsites to aid in safe reuse and to protect public health and the environment.

Once an old landfill site has been identified, the site location, site usage, and vicinity usage is researched. Potential hazards to the public and the environment are then evaluated by risk assessment. Sites then are reviewed based on risk and/or by safe redevelopment requests.

The Branch then works with owners and responsible parties on final solutions for containment of the waste and to ensure safe reuse of the old landfill sites. Safe reuse might involve engineering controls to prevent exposure to wastes, if necessary, and restrictive covenants limiting the property to certain uses and setting conditions for construction or other soil disturbing activities. Annual reporting that restrictive covenants remain in place will be a duty of the current owner.

Known old landfills/dump sites are maintained in a database. Attached is a listing of known sites located in your county. Available information that may include location and years of operation information for each site is also listed. Please review the list and verify or provide information that will more accurately characterize the site(s). If you have knowledge of sites not included on the list, please add the additional sites along with location information, directions, years of operation, and any additional notable information.

Please return the list and any additional information within 90 days to:

Cheryl Marks  
Inactive Hazardous Sites Branch  
Superfund Section  
NC Division of Waste Management  
401 Oberlin Road - Suite 150  
Raleigh, NC 27605-1350

Or you may email me with your response at Cheryl.Marks@ncmail.net or call with any questions concerning this request at (919) 733-2801, extension 283. Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Marks".

Cheryl Marks, Hydrogeologist  
Inactive Hazardous Site Branch  
NC Superfund Section

# Old Landfill Inventory - Location Information

Latitude/Longitude and other data in this report is highly subject to inaccuracies. State Plane coordinates replace latitude/longitude entries as data is collected. These coordinates may also be subject to error.

COUNTY: CALDWELL

Site Name:	ANDERSON REFUSE DUMP	In IHS Inventory?	No
ID Number:	NONCD0000192	Other Agency Lead	
Site Address:	HARTLAND RD	NFA or NFA-Restricted Use?	No
City:		Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	35.8546
State Plane Y:	Longitude:	-81.6299

Directions: HARTLAND RD

LDFL Size (Acres):	20	Present Within 1000 ft of Ldfl		Residence On Ldfl?	No
Property Size (Acres):	30	Church	No	Potable Well Within 500 ft?	No
Date Open:	1948	School	No	Adjoins Perennial SW?	No
Date Closed:	1970	Day Care	No		
		Residential	No		

Notes: DEMPSEW ANDERSON OPERATED

(End Site Record)

Site Name:	BLOWING ROCK LF	In IHS Inventory?	No
ID Number:	NONCD0000194	Other Agency Lead	
Site Address:	OLD JOHNS RIVER	NFA or NFA-Restricted Use?	No
City:	BLOWING ROCK	Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	36.1105
State Plane Y:	Longitude:	-81.7228

Directions: OLD JOHNS RIVER RD, 6 MI W OF TOWN, W OF HWY 221

LDFL Size (Acres):	28	<b>Present Within 1000 ft of Ldfl</b>		Residence On Ldfl?	No
Property Size (Acres):	28	Church	No	Potable Well Within 500 ft?	No
Date Open:		School	No	Adjoins Perennial SW?	No
Date Closed:	1981	Day Care	No		
		Residential	No		

Notes:

(End Site Record)

Site Name:	CALDWELL LF	In IHS Inventory?	Yes
ID Number:	NCD982118960	Other Agency Lead	SWS
Site Address:	MT HERMON RD (	NFA or NFA-Restricted Use?	No
City:	LENOIR	Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	35.8611
State Plane Y:	Longitude:	-81.482

Directions: MT HERMON RD (SR 1160) NEXT TO CALDWELL SYSTEMS, INC

LDFL Size (Acres): Property Size (Acres): Date Open: 1979 Date Closed:	Present Within 1000 ft of Ldfl			
	Church	No	Residence On Ldfl?	No
	School	No	Potable Well Within 500 ft?	No
	Day Care	No	Adjoins Perennial SW?	No
	Residential	No		

Notes: PERMIT # 14-01

(End Site Record)

<b>Site Name:</b>	CHARLIE LITTLE RD LDFL	<b>In IHS Inventory?</b>	No
<b>ID Number:</b>	NONCD0000716	<b>Other Agency Lead</b>	
<b>Site Address:</b>	CHARLIE LITTLE R	<b>NFA or NFA-Restricted Use?</b>	No
<b>City:</b>	DUDLEY SHOALS	<b>Unable to Locate</b>	<input type="radio"/>

<b>State Plane X:</b>	<b>Latitude:</b>
<b>State Plane Y:</b>	<b>Longitude:</b>

**Directions:** HWY 321 FROM HICKORY TO LENOIR. AT VALLEY CHEVROLET TURN RT ON TO PINE WOOD. GO TO END OF RD (~1MI). LFT ON DUDLEY SHOALS RD. GO ~5 MI TO CHARLIE LITTLE RD. TURN RT. LDFL ~2/3 WAY DOWN THIS SHORT RD NEAR A CREEK CROSSING.

LDFL Size (Acres):	Present Within 1000 ft of Ldfi		Residence On Ldfi?	No
	<b>Property Size (Acres):</b>	Church		
<b>Date Open:</b>	School	No	Adjoins Perennial SW?	Yes
<b>Date Closed:</b>	Day Care	No		
	Residential	Yes		

**Notes:** A MS JEAN GREEN RPTD A SMALL VOL LDFL OPERATED DURING SHUFFORD MILLS OWNERSHIP. NOW A TRAILER PARK. SHE WAS NOT SURE OF EXACT LOCATION OF DUMP.

(End Site Record)

Site Name:	CHESTER REFUSE DISPOSAL	In IHS Inventory?	No
ID Number:	NONCD0000187	Other Agency Lead	
Site Address:	MT HERMAN RD (	NFA or NFA-Restricted Use?	No
City:		Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	35.8751
State Plane Y:	Longitude:	-81.4675

Directions: MT HERMON RD SE (SR 1160)

LDFL Size (Acres):	4	Present Within 1000 ft of Ldfl		Residence On Ldfl?	No
Property Size (Acres):	12	Church	No	Potable Well Within 500 ft?	No
Date Open:	1966	School	No	Adjoins Perennial SW?	No
Date Closed:	1969	Day Care	No		
		Residential	No		

Notes: CHARLIE CHESTER OPERATED

(End Site Record)

Site Name:	DUDLEY SHOALS RD LDFL #1	In IHS Inventory?	No
ID Number:	NONCD0000769	Other Agency Lead	
Site Address:	DUDLEY SHOALS	NFA or NFA-Restricted Use?	No
City:	DUDLEY SHOALS	Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:
State Plane Y:	Longitude:

Directions: HWY 321 FROM HICKORY TO LENOIR. AT VALLEY CHEVEROLET TURN RT ON PINE WOOD. GO TO END OF RD (~1MI). LFT ON DUDLEY SHOALS RD. GO ~5MI TO INTR SCTN. MORRIS CREEK RD ON LFT. CHARLIE LITTLE RD ON RT. GO THRU. LDFL AT DIRT PULL OFF AT BASE OF HILL.

LDFL Size (Acres):	Present Within 1000 ft of Ldfi		Residence On Ldfi?	No
	Property Size (Acres):	Church		
Date Open:	School	No	Adjoins Perennial SW?	No
Date Closed:	Day Care	No		
	Residential	Ycs		

Notes: GARBAGE DUMP OWNED BY SHUFFORD MILLS UNTIL SOLD TO A MR. WINDISH(?) ~1 YR AGO. OPERATED DURING 40'S OR 50'S & FOR MANY YRS. RPTD BY A JEAN GREEN WHO LIVES & HAS A WELL ~1/4MI FROM LDFL. MS GREEN'S PROPERTY BORDERS THE WINDISH PROP.

(End Site Record)

Site Name:	DUDLEY SHOALS RD LDFL #2	In IHS Inventory?	No
ID Number:	NONCD0000770	Other Agency Lead	
Site Address:	DUDLEY SHOALS	NFA or NFA-Restricted Use?	No
City:	DUDLEY SHOALS	Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:
State Plane Y:	Longitude:

Directions: HWY 321 FROM HICKORY TO LENOIR. AT VALLEY CHEVROLET TURN RT ON PINE WOOD. GO ~1MI TO END OF RD. LFT ON DUDLEY SHOALS RD. LDFL IS ~1MI ON RT. MAY BE A CHURCH NOW.

LDFL Size (Acres): Property Size (Acres): Date Open: Date Closed:	Present Within 1000 ft of Ldfl		Residence On Ldfl? No Potable Well Within 500 ft? No Adjoins Perennial SW? No
	Church	No	
	School	No	
	Day Care	No	
	Residential	No	

Notes: MS JEAN GREEN RPTD LDFL. BELIEVES IS A CHURCH NOW, BUT USED TO BE A GRILL.

(End Site Record)

Site Name:	GARNES REFUSE DUMP	In IHS Inventory?	No
ID Number:	NONCD0000188	Other Agency Lead	
Site Address:	MT HERMON RD (	NFA or NFA-Restricted Use?	No
City:		Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	35.854
State Plane Y:	Longitude:	-81.4928

Directions: MT HERMON RD SE (SR 1160)

LDFL Size (Acres):	4	<b>Present Within 1000 ft of Ldfl</b>			
Property Size (Acres):	4	Church	No	Residence On Ldfl?	No
Date Open:	1964	School	No	Potable Well Within 500 ft?	No
Date Closed:	1971	Day Care	No	Adjoins Perennial SW?	No
		Residential	No		

Notes: W.G. GARNES OPERATED

(End Site Record)

Site Name:	GRANITE FALLS DUMP	In IHS Inventory?	No
ID Number:	NONCD0000186	Other Agency Lead	
Site Address:	CIRCLE DR	NFA or NFA-Restricted Use?	No
City:	GRANITE FALLS	Unable to Locate	<input type="radio"/>

State Plane X:		Latitude:	
State Plane Y:		Longitude:	0

Directions: OFF CIRCLE DR, 1 MINE OF TOWN

LDFL Size (Acres):	3	<b>Present Within 1000 ft of Ldfl</b>			
Property Size (Acres):	5	Church	No	Residence On Ldfl?	No
Date Open:	1955	School	No	Potable Well Within 500 ft?	No
Date Closed:	1973	Day Care	No	Adjoins Perennial SW?	No
		Residential	No		

Notes:

(End Site Record)

Site Name:	HELTON REFUSE DUMP	In IHS Inventory?	No
ID Number:	NONCD0000191	Other Agency Lead	
Site Address:	DRYPONDS RD S	NFA or NFA-Restricted Use?	No
City:		Unable to Locate	<input type="radio"/>

State Plane X:		Latitude:	
State Plane Y:		Longitude:	0

Directions: DRYPONDS RD SW

LDFL Size (Acres):	7	<b>Present Within 1000 ft of Ldfl</b>			
Property Size (Acres):	30	Church	No	Residence On Ldfl?	No
Date Open:	1962	School	No	Potable Well Within 500 ft?	No
Date Closed:	1971	Day Care	No	Adjoins Perennial SW?	No
		Residential	No		

Notes: LEE J. HELTON OPERATED

(End Site Record)

Site Name:	LENOIR CITY LF	In IHS Inventory?	Yes
ID Number:	NCD980557888	Other Agency Lead	
Site Address:	904 VIRGINIA ST (	NFA or NFA-Restricted Use?	No
City:	LENOIR	Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	35.8932
State Plane Y:	Longitude:	-81.5568

Directions: 904 VIRGINIA AVE (SR 1145), OFF HWY 18 SW OF LENOIR. BEHIND SINGER FURN. PLANT #3.

LDFL Size (Acres):	20	<b>Present Within 1000 ft of Ldfl</b>			
Property Size (Acres):	20	Church	No	Residence On Ldfl?	No
Date Open:		School	No	Potable Well Within 500 ft?	No
Date Closed:	1967	Day Care	No	Adjoins Perennial SW?	No
		Residential	No		

Notes: USED BY SINGER FURNITURE FROM 1965-1967

(End Site Record)

<b>Site Name:</b>	LENOIR DUMP	<b>In IHS Inventory?</b>	No
<b>ID Number:</b>	NONCD0000193	<b>Other Agency Lead</b>	
<b>Site Address:</b>	HWY 90	<b>NFA or NFA-Restricted Use?</b>	No
<b>City:</b>	LENOIR	<b>Unable to Locate</b>	<input type="radio"/>

<b>State Plane X:</b>	<b>Latitude:</b>	35.9591
<b>State Plane Y:</b>	<b>Longitude:</b>	-81.5859

**Directions:** HWY 90, 5 MI NW OF TOWN

<b>LDFL Size (Acres):</b>	20	<b>Present Within 1000 ft of Ldfl</b>			
<b>Property Size (Acres):</b>	40	<b>Church</b>	No	<b>Residence On Ldfl?</b>	No
<b>Date Open:</b>	1965	<b>School</b>	No	<b>Potable Well Within 500 ft?</b>	No
<b>Date Closed:</b>		<b>Day Care</b>	No	<b>Adjoins Perennial SW?</b>	No
		<b>Residential</b>	No		

**Notes:**

(End Site Record)

Site Name:	RHODHISS DUMP	In IHS Inventory?	No
ID Number:	NONCD0000190	Other Agency Lead	
Site Address:		NFA or NFA-Restricted Use?	No
City:	RHODHISS	Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	35.7629
State Plane Y:	Longitude:	-81.3852

Directions: OFF HWY 321 SE

LDFL Size (Acres):	4	Present Within 1000 ft of Ldfl		Residence On Ldfl?	No
Property Size (Acres):	5	Church	No	Potable Well Within 500 ft?	No
Date Open:	1952	School	No	Adjoins Perennial SW?	No
Date Closed:	1972	Day Care	No		
		Residential	No		

Notes:

(End Site Record)

Site Name:	WALSH REFUSE DUMP	In IHS Inventory?	No
ID Number:	NONCD0000189	Other Agency Lead	
Site Address:	YADKIN VALLEY	NFA or NFA-Restricted Use?	No
City:		Unable to Locate	<input type="radio"/>

State Plane X:	Latitude:	36.0129
State Plane Y:	Longitude:	-81.4957

Directions: YADKIN VALLEY RD N

LDFL Size (Acres):	4	<b>Present Within 1000 ft of Ldfl</b>		Residence On Ldfl?	No
Property Size (Acres):	10	Church	No	Potable Well Within 500 ft?	No
Date Open:	1962	School	No	Adjoins Perennial SW?	No
Date Closed:	1971	Day Care	No		
		Residential	No		

Notes: W.H. WALSH OPERATED

(End Site Record)

Number of Sites: 14 (End County Record)

5770  
~~668~~

September 5, 1975

✓ Mr. L. Norman Shronce  
Caldwell County Manager  
P. O. Box 757 *JTR*  
Lenoir, North Carolina 28645

Dear Mr. Shronce:

Plans and specifications for the regional incinerator to be constructed in the Mount Herman section of Caldwell County have been received by this office for review and comment.

Basic approval of the incinerator design is the responsibility of the Air Quality Section, Division of Environmental Management of the N. C. Department of Natural and Economic Resources.

This proposal includes incineration of both liquid and solid hazardous waste.

Its proposed location is adjacent to the proposed Caldwell County sanitary landfill. No hazardous waste is to be disposed of in this landfill.

If this office can be of further assistance, do not hesitate to call.

Yours truly,

Jerry C. Perkins, Assistant Head  
Solid Waste & Vector Control Branch  
Sanitary Engineering Section

JGP/ct

cc: Mr. Roger L. Hennessee  
Mr. J. N. Pulp, Sr.

July 9, 1975

RECEIVED

JUL 10 1975

SANITARY ENGINEERING SECTION

State of North Carolina  
Department of Water and Air Resources  
Raleigh, North Carolina

RE: Caldwell County Incinerator Project

Gentlemen:

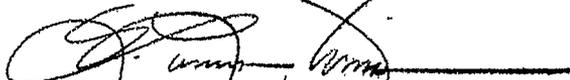
Enclosed are specifications by R. M. Shreiner, P. E. for a regional incinerator for disposing of hazardous wastes.

These specifications are provided as required by G. S. 130 and Section XII - Incineration of Solid Waste.

If I can be of further assistance to you concerning this matter, please advise.

Thank you.

Sincerely yours,



L. Norman Shronce

LNS:lp

Enclosure

cc: Department of Human Resources  
Division of Health Services  
Sanitary Engineering Section



SPECIFICATION  
FOR  
REGIONAL INCINERATOR PROJECT  
FOR  
CALDWELL COUNTY, N. C.

SPECIFICATIONS FOR CALDWELL COUNTY, N. C.  
REGIONAL INCINERATOR PROJECT

May 15, 1975

By: R. M. Shreiner, P.E.  
Consulting Engineer  
P. O. Box 3772  
Charlotte, N. C. 28203

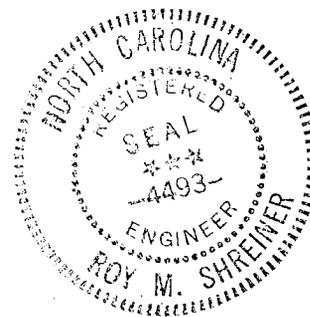


TABLE OF CONTENTS

Note: This project will be financed in part by "Farmers Home Administration (FmHA)" and the documents, bids, contract, insurances, etc. are to be in accordance with FmHA standards and instructions which form a part of this specification.

Attachment	I - Not Used
Attachment	II - Invitation for Bids
Attachment	III - Information for Bidders
Attachment	IV - Bid Form
Attachment	V - Bid Bond Form
Attachment	VI - Contract Form
Attachment	VII - Performance - Payment Bond Form
Attachment	VIII - Certificate of Owners Attorney Form
Attachment	IX - Contract Conditions
Attachment	X - Supplemental, General Conditions
	A. Additional Instruction to Bidders
	B. Waste to be Incinerated
	C. Specified Mode of Operation
	D. Equipment to be Furnished
	E. Installation
	F. Items to be Furnished and Installed by Owner
	G. N. C. Instruction 442.1A (FmHA)-Supplemental General Conditions
	H. Standard General Conditions of the Construction Contract - (PENC)
Attachment	XI - Contract Change Order Form
Attachment	XII - Architect/Engineer Inspection Report Form
Attachment	XIII - Estimate of Work Performed Form

INVITATION FOR BIDS

Caldwell County, N. C.  
Owner

P. O. Box 757, Lenoir, N. C. 28645  
Address

Separate sealed bids for Regional Incinerator Project  
will be received by Caldwell County Commissioners, P. O. Box 757,  
Lenoir, North Carolina 28645  
at the office of Norman Shronce, County Manager  
until 4:00 o'clock (A.M. - P.M.) SIX ED.S.T.) June 16, 1975,  
and then at Commissioner's Room, Court House, Lenoir, N. C. publicly  
opened.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifi-  
cations, and Forms of Bid Bond, Performance and Payment Bond, and other contract  
documents may be examined at the following:

Specifications will be forwarded upon request.

Copies may be obtained at the office of Norman Shronce located  
Lenoir, N.C.  
Caldwell Co. Court House upon payment of \$ 5.00 for each set.

Any unsuccessful bidder, upon returning such set promptly and in good condition,  
will be refunded his payment, and any non-bidder upon so returning such a set  
will be refunded \$ 5.00.

The owner reserves the right to waive any informalities or to reject any or  
all bids.

Each bidder must deposit with his bid, security in the amount, form and  
subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 60 days after the actual date of the  
opening thereof.

May 15, 1975  
DATE

Norman Shronce

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

Form FHA 400-6 COMPLIANCE STATEMENT  
(Rev. 2-17-71)

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
(Name of borrower or grantee)

who expects to finance the contract with assistance from the Farmers Home Administration, United States Department of Agriculture. I am the undersigned bidder or prospective contractor. I represent that - - -

1. I  have,  have not, participated in a previous contract or subcontract subject to executive order 11246 (regarding equal employment opportunity) or a preceding similar Executive order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that - - -

3. I  have,  have not previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I  have,  have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the Farmers Home Administration or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

## INFORMATION FOR BIDDERS

## 1. Receipt and Opening of Bids

The County of Caldwell (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of Norman Shronce, County Manager until 4:00 o'clock PM (~~AM~~-PM) the 16th day of June, 1975, and then at said Commissioner's Room-Main Floor, and opened and read aloud. The envelopes containing the bids must be sealed, addressed to Norman Shronce, County Manager at P. O. Box 757, Lenoir, N. C. and designated as Bid for Caldwell County Incinerator Project.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

## 2. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, Contractor's License Number and Bidders License Number, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

## 3. Bids

Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, or which do not comply with the Information for Bidders may be rejected at the option of the Owner.

4. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

5. Bid Security

Each bid must be accompanied by a certified check or bidder's bond attached thereto payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the check or bond of all except the three lowest responsible bidders. When the contract is awarded, the check or bond of the two remaining unsuccessful bidders will be returned. The check or bond of the successful bidder will be retained until the contract and surety bond have been executed and approved, after which it will be returned.

6. Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within N/A consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \* N/A for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

9. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to

Norman Shronce at P. O. Box 757, Lenoir, N. C. 28645  
and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations

and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

10. Security for Faithful Performance

The Contractor shall furnish a performance and payment bond in the amount of 100 percent of the contract price with a surety approved by the Owner and the Farmers Home Administration with the delivery of the executed contract.

11. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- (a) Inspection and testing of materials.
- (b) Insurance requirements.
- (c) Stated allowances.

13. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

14. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

BID

Place \_\_\_\_\_

Date \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter

called "Bidder") a corporation, organized and existing under the laws of the

State of \_\_\_\_\_, a partnership, or an individual doing business

as \_\_\_\_\_.\*

To the County of Caldwell,

North Carolina (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of a Regional Incinerator Project

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents within the time set forth therein and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within N/A consecutive calendar days thereafter as specified. Bidder further agrees to pay, as liquidated damages, the sum of \$ N/A for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* Insert corporation, partnership or individual as applicable.

N/A Not Applicable

Bidder agrees to perform all the Specified work described in the specifications and shown on the plans for the following unit prices:

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Description</u>	<u>Unit Price (Each)</u>	<u>Total</u>
Total Cost	<u>X</u>	_____	Dollars & Cents (\$ _____)	Dollars & Cents (\$ _____)
X	<u>X</u>	<u>XXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXX</u> Dollars & Cents (\$ <u>XXXXXXXXXXXXX</u> )	<u>XXXXXXXXXXXXX</u> Dollars & Cents (\$ <u>XXXXXXXXXXXXX</u> )
XX	<u>X</u>	<u>XXXXXXXXXXXXX</u>	<u>XXXXXXXXXXXXX</u> Dollars & Cents (\$ <u>XXXXXXXXXXXXX</u> )	<u>XXXXXXXXXXXXX</u> Dollars & Cents (\$ <u>XXXXXXXXXXXXX</u> )

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

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days, and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The attached completed and executed Form FHA 400-6, "Compliance Statement," is hereby made a part of this bid.

Respectfully submitted:

By: \_\_\_\_\_  
(Title)

(SEAL - if bid is by a corporation)

\_\_\_\_\_  
(Business Address)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date \_\_\_\_\_

\_\_\_\_\_  
*Signature of Bidder or Prospective Contractor*

\_\_\_\_\_  
*Address (including Zip Code)*

B I D B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_ as Principal, and  
 \_\_\_\_\_ as Surety, are hereby held  
 and firmly bound unto \_\_\_\_\_ as Owner  
 in the penal sum of \_\_\_\_\_  
 for the payment of which, well and truly to be made, we hereby jointly and  
 severally bind ourselves, our heirs, executors, administrators, successors and  
 assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

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

NOW, THEREFOR,

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

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

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

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

\_\_\_\_\_  
Principal (I.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

SEAL

CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

by and between (1) \_\_\_\_\_, acting herein through its

(2) \_\_\_\_\_, hereinafter called "Owner" and (3)

\_\_\_\_\_, an individual doing business as

\_\_\_\_\_, of the City of \_\_\_\_\_, County of

(Partnership or Corporation)

\_\_\_\_\_, and State of \_\_\_\_\_, hereinafter

called "Contractor."

WITNESSED: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and the plans, which include all maps, plats, blue prints, and other drawings and prints or written explanatory matter thereof, the specifications and contract documents therefore as prepared by \_\_\_\_\_, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within \_\_\_\_\_ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ \_\_\_\_\_ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 5, "Payments to Contractor," of the General Conditions.

This contract shall not be in full force and effect until it has been approved by the State Director or his designee of the Farmers Home Administration.

IT WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)  
ATTEST:

(1) \_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Secretary) By

(2) \_\_\_\_\_

\_\_\_\_\_  
(Witness)

(1) \_\_\_\_\_  
(Contractor)

(Seal)

\_\_\_\_\_  
By

(2) \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

- (1) Corporate name
- (2) Title of authorized official
- (3) Strike out inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing contract.

As lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, the Farmers Home Administration hereby approves this contract.

APPROVED:

DATE: \_\_\_\_\_

\_\_\_\_\_  
FARMERS HOME ADMINISTRATION

## PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_  
 a (2) \_\_\_\_\_,  
 hereinafter called "Principal" and (3) \_\_\_\_\_  
 of \_\_\_\_\_, State of \_\_\_\_\_,  
 hereinafter called the "Surety", are held and firmly bound unto the (4) \_\_\_\_\_  
 hereinafter called "Owner" in the penal  
 sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
 in lawful money of the United States, for the payment of which sum well and  
 truly to be made, we bind ourselves, our heirs, executors, administrators, and  
 successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal  
 entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_, a copy of which is hereto attached and made a part  
 hereof for the construction of \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform  
 its duties, all the undertakings, covenants, terms, conditions, and agreements  
 of said contract during the original term thereof, and any extensions thereof.  
 which may be granted by the Owner, with or without notice to the Surety, and if  
 he shall satisfy all claims and demands incurred under such contract, and shall  
 fully indemnify and save harmless the Owner from all costs and damages which it  
 may suffer by reason of failure to do so, and shall reimburse and repay the  
 Owner all outlay and expense which the Owner may incur in making good any de-  
 fault, and shall promptly make payment to all persons, firms, subcontractors,  
 and corporations furnishing materials for or performing labor in the prosecution  
 of the work provided for in such contract, and any authorized extension or modi-  
 fication thereof, including all amounts due for materials, lubricants, oil,  
 gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or  
 used in connection with the construction of such work, and all insurance premiums  
 on said work, and for all labor, performed in such work, whether by subcontractor  
 or otherwise, then this obligation shall be void; otherwise to remain in full  
 force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipu-  
 lates and agrees that no change, extension of time, alteration or addition to  
 the terms of the contract or to the work to be performed thereunder or the speci-  
 fications accompanying the same shall in any wise affect its obligation on this  
 bond, and it does hereby waive notice of any such change, extension of time,  
 alteration or addition to the terms of the contract or to the work to the  
 specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the  
 Contractor shall bridge the right of any beneficiary hereunder, whose claim may  
 be unsatisfied.

IN WITNESS WHEREOF, This instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal

by \_\_\_\_\_ (S)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

by \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) Name of Contractor.
- (2) Corporation, partnership, individual
- (3) Name of Surety
- (4) Name of Owner
- (5) If partnership, all partners should execute Bond.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the  
duly authorized and acting legal representative of \_\_\_\_\_  
\_\_\_\_\_, do hereby certify  
as follows:

I have examined the attached contract(s) 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.

\_\_\_\_\_  
Date: \_\_\_\_\_

## CONTRACT CONDITIONS

## 1. Contract and Contract Documents

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions, shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

## Contents

1. Contract and Contract Documents	25. Payments to Contractor
2. Definitions	26. Acceptance of Final Payment as Release
3. Additional Instructions and Detail Drawings	27. Payments by Contractor
4. Shop and Setting Drawings	28. Insurance
5. Materials, Services and Facilities	29. Contract Security
6. Contractor's Title to Materials	30. Assignments
7. Inspection and Testing of Materials	31. Mutual Responsibility of Contractors
8. "Or Equal" Clause	32. Separate Contracts
9. Patents	33. Subcontracting
10. Surveys, Permits and Regulations	34. Architect/Engineer's Authority
11. Contractor's Obligations	35. Stated Allowances
12. Weather Conditions	36. Use of Premises and Removal of Debris
13. Protection of Work and Property - Emergency	37. Quantities of Estimate
14. Inspection	38. Rights-of-Way and Suspension of Work
15. Reports, Records and Data	39. General Guaranty
16. Superintendence by Contractor	40. Notice and Service Thereof
17. Changes in Work	41. Required Provisions Deemed Inserted
18. Extras	42. Protection of Lives and Health
19. Time for Completion and Liquidated Damages	43. Wages and Overtime Computation
20. Correction of Work	44. No Discrimination in Employment
21. Subsurface Conditions Found Different	45. Signs
22. Claims for Extra Cost	46. Other Provisions
23. Right of Owner to Terminate Contract	
24. Construction Schedule and Periodic Estimates	

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry on the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the above said schedule. The Contractor shall make such corrections to the drawings as have been indicated by the Architect/Engineer and shall furnish the Architect/Engineer with two corrected copies and additional copies if requested. The Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications.

5. Materials, Services and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, gas, light, power, transportation, superintendence, taxes, insurance, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

- (b) Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

The phrase "or equal" shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Architect/Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model. Written approval will be obtained from the Architect/Engineer prior to installation.

9. Patents

All fees, royalties and licenses for any patented or copyrighted invention, device, article, material, or process used in, upon, or in connection with the construction, erection or operation of the work or any part thereof, shall be included in the contract price or prices and the Contractor shall hold the Owner harmless against any claim for payment of such.

10. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer, the Owner, and the Farmers Home Administration.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, for damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives, the Architect/Engineer, Owner, and the Farmers Home Administration shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner and the Farmers Home Administration. Written approval shall be obtained by the use of Change Orders, a copy of which is also attached to this Handbook. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
  1. Labor, including foremen;
  2. Materials entering permanently into the work;
  3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  4. Power and consumable supplies for the operation of power equipment;
  5. Insurance;
  6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order. Extra work shall be performed only upon the execution of authorized Change Orders as set forth in the preceding paragraph.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. PROVIDED, That the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and
- (c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

PROVIDED, FURTHER, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter, and grant such extension of time as the Owner shall deem equitable and just.

#### 20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

#### 21. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Costs

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner and the State FHA Director, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 (c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract; PROVIDED, however, That if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

If the contractor should die, be declared an incompetent, be declared a bankrupt or insolvent, or make an assignment for the benefit of creditors during the term of his contract, the Owner may terminate the contract in the manner and under the procedure set forth above with the exception that no notices to the contractor shall be required, but in lieu thereof the Owner must make a reasonable effort to notify the estate of the contractor, his guardian, assignee, or legal representative of the intention to terminate and fact of termination, if there is any such guardian, assignee, or legal representative at the time the Owner desires to terminate.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified approved estimate of the work performed during the preceding calendar month under this contract but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completions and acceptance of all work covered by this contract: PROVIDED, That on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner, shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services, (b) for all materials, tools, and other expendable equipment within a reasonable length of time.

28. Insurance

The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by any subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute and/or ordinance to adequately protect the Owner from any claims or damages including bodily injury or death which may arise from and during operations under this contract.

Insurance shall be obtained for not less than the limits or liability as specified in Sections 3 and 4 of the attached Supplemental General Conditions (Attachment X of this Handbook).

The Contractor shall furnish the Owner, if requested, certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Farmers Home Administration.

30. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right.

of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

31. Mutual Responsibility of Contractors

If through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss of damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

32. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

33. Subcontracting

- (a) The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

34. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

35. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in Paragraph 2 of the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" by soliciting not less than three (3) bids, as directed by the Owner. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract specifications covering this work.

36. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

37. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

38. Rights-of-Way and Suspension of Work

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

39. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work. The Owner will give notice of observed defects with reasonable promptness. In this paragraph the word "work" is understood to mean workmanship and materials.

40. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

41. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

42. Protection of Lives and Health

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

43. Wages and Overtime Computation

The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

44. No Discrimination in Employment

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will furnish all information and reports required by Executive Order No. 10925 as amended by Executive Order No. 11114.

The Contractor further agrees to insert the foregoing provision in all sub-contracts for standard commercial supplies or raw materials.

45. Signs

The general contractor will erect a sign at the project site identifying the project and indicating that the Government is participating in the development of the project.

The project sign will be approximately 4 feet by 6 feet of 3/4 inch exterior plywood, placed in a prominent location, and maintained in good condition until completion of the project. The bottom edge will be approximately 5 feet from the ground line.

The sign will be edged, painted, and lettered as follows:

Top line: Owner's Name and Title of Project

Subsequent lines: Insured by Farmers Home Administration, U. S. Department  
of Agriculture

Cost of Project \$

Name and Address of Architect/Engineer

Name and Address of General Contractor

46. Other Provisions

---

---

---

---

## SUPPLEMENTAL GENERAL CONDITIONS

## 1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction:	Nos.	<u>CCS-100, CCS-101</u>
Heating and Ventilating:	Nos.	_____
Plumbing:	Nos.	_____
Electrical:	Nos.	_____
Water Distribution System	Nos.	_____
_____	Nos.	_____

SPECIFICATIONS:

General Construction:	Page	<u>1</u>	to	<u>8</u>	, incl.
Heating and Ventilating:	Page	_____	to	_____	, incl.
Plumbing:	Page	_____	to	_____	, incl.
Electrical:	Page	_____	to	_____	, incl.
Water Distribution System	Page	_____	to	_____	, incl.
_____	Page	_____	to	_____	, incl.

ADDENDA:

No.	_____	Date	_____	No.	_____	Date	_____
No.	_____	Date	_____	No.	_____	Date	_____

## 2. STATED ALLOWANCES

Pursuant to paragraph 35 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a)	For	_____	(Page	_____	of Specifications)	\$	_____
(b)	For	_____	(Page	_____	of Specifications)	\$	_____
(c)	For	_____	(Page	_____	of Specifications)	\$	_____

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage insurance shall provide adequate protection against the following special hazards:

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE (See Attachment X-G, Article 5-5, "Standard General Conditions of the Construction Contract - PENC")  
As required under Paragraph 28 of the General Conditions, the Contractor's insurance shall be in an amount not less than:

- (a) Workman's Compensation \_\_\_\_\_
- (b) Contractor's Public Liability (including injury or death) \_\_\_\_\_
- (c) Contractor's Property Damage \_\_\_\_\_
- (d) Owner's Protective Liability \_\_\_\_\_  
Property \_\_\_\_\_
- (e) Contractor's Property Protective Liability \_\_\_\_\_  
Property Damage Property Damage. \_\_\_\_\_
- (f) Builder's Risk Insurance \_\_\_\_\_
- (g) Installation Floater Insurance \_\_\_\_\_
- (h) Automotive Public Liability and Property Damage \_\_\_\_\_
- (i) \_\_\_\_\_

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

ATTACHMENT X - SUPPLEMENTAL GENERAL CONDITIONS

Note: The supplemental General Conditions intend to supplement and/or amend the "Contract Conditions (Attachment IX)" and the "Standard General Conditions of the Construction Contract - PENC (Attachment X-H)" and where requirements of the Supplemental General Conditions conflict with or are at variance with Attachments IX and X-H, these Supplemental General Conditions shall take precedence over and modify such requirements to the extent of such conflict or modification.

TABLE OF CONTENTS

- SECTION A - Additional Instruction to Bidders
- SECTION B - Waste to be Incinerated
- SECTION C - Specified Mode of Operation
- SECTION D - Equipment to be Furnished
- SECTION E - Installation
- SECTION F - Items to be Furnished and Installed by Owner
- SECTION G - N. C. Instruction 442.1A (FmHA)-Supplemental  
General Conditions
- SECTION H - Standard General Conditions of Construction  
Contract - PENC

A. Additional Instruction to Bidders

- A. 1. Four copies of the proposal shall be forwarded by each bidder, and are to be in strict accordance with the specifications. Alternates for equipment location and arrangements would be considered in an alternate bid. No alternate bids will be considered that would inferiorly affect the overall system performance, sizing, and design to that specified. Any changes other than those specified shall be noted in the proposal.
- A. 2. The drawings and specifications that are issued are for bidding purposes only, and are not released for construction purposes.
- A. 3. The incinerator will be installed at the new Caldwell County Landfill site located near the top of Lick Mountain in the southern end of Caldwell County, N. C. which is approximately 1625 ft. above sea level. Each bidder shall visit the site to determine all existing and controlling conditions and limitations. The receipt of the bid shall be a representation that the bidder has fully familiarized himself with the site conditions.
- A. 4. State the time from receipt of order thru start-up of the system.
- A. 5. State the manufacturer of all major equipment.
- A. 6. Indicate the start-up time(s) allotted for the manufacturer(s) representative.
- A. 7. All equipment is to be suitable for outside installation.
- A. 8. All equipment, installation, and operation is to be in accordance with OSHA, National Electric Code, and all other applicable state and local codes.
- A. 9. The Owner reserves the right to reject any and all bids or to accept any bid as may be deemed to his best interests.
- A.10. Sales and Use Tax - Shall be included as part of the bidder's proposal.

B. Waste to be Incinerated

- B. 1. Hazardous Waste - These wastes are unacceptable for the adjacent Caldwell County Landfill and must be incinerated. Hazardous wastes are as follows:
  - B.1.1. Liquid Wastes - Paints, varnishes, lacquers, thinners, etc. as mostly associated with waste from furniture manufacturers.  
Present average daily amount = 832 gallons  
average heat value = 130,000 BTU/gallons

B. Waste to be Incinerated - continued

B. 1. Hazardous Waste - continued

B.1.2. Solid Wastes - Spray booth liners, saturated filters, resins, saturated paper or fiber glass, scrappings, etc. as associated with paints, lacquers, varnishes for the furniture industry.

Present average daily amount = 4,340 lbs.  
average heat value = 9,000 BTU/# (assumed)

B.1.3. Finish Rags - Wet wash-off rags saturated with paints, varnishes, lacquers that are flammable and are subject to spontaneous combustion.

Present average daily amount = 1,107 lbs.  
average heat value = 9,600 BTU/#

B.1.4. Others - Floor Sweepings

Present average daily amount = 63 lbs.  
average heat value = 6,000 BTU/#

B. 2. Non-Hazardous Wastes

B.2.1. In addition to the above hazardous wastes, additional non-hazardous wastes are intended to be burned for continuous incinerator operation. These wastes consists of wood, paper, plastics, chemicals, floor sweepings, etc. as associated with the furniture, textile, and other miscellaneous industry in this area. Normally this waste would be dumped into the nearby Caldwell County Landfill, but for continuous incinerator operation, some may be consumed by the incinerator.

C. Specified Mode of Operation

C. 1. All hazardous wastes listed under Item B. 1 will be incinerated.

C. 2. The liquid wastes will be pumped from the liquid holding area or tank to the incinerator.

C. 3. The solid wastes will be dumped from the truck to a solid waste holding area and will be pushed into a holding hopper and conveyed by belt to the ram feeder hopper.

C. 4. The finish rags that are subject to spontaneous combustion will be dumped directly from truck into the ram feeder hopper or to a platform adjacent to the ram feeder hopper. The finish rags that are not subject to spontaneous combustion are to be handled similar to the solid wastes (Item C. 3)

- C. 5. The liquid wastes are to be burned in combination with the other wastes.
- C. 6. The non-hazardous wastes will be handled similar to the solid wastes (Item C. 3).
- C. 7. The incinerator with liquid waste supply system and the solid waste conveying system are to be completely automatic with an on-off belt conveying system depending upon ram hopper waste level. The liquid and solid waste feed rate to the incinerator is to be controlled by the temperatures within the incinerator and is to be specified by the manufacturer.
- C. 8. The ash removal to be by hand cleanout.
- C. 9. This operational mode is basic only and is not intended to define the complete operational sequence of the incineration procedure which is left up to the respective manufacturer(s).

D. Equipment to be Furnished

- D. 1 Incinerator - One two-chamber incinerator for incinerating solid and liquid wastes as described in Item B. The incinerator shall be designed and arranged to operate as described in Item C with the following design and engineering requirements:
  - D.1.1. The effective volume of the lower chamber (ignition chamber) shall be no less than 700 cu. ft.
  - D.1.2. The effective volume of the upper chamber (combustion chamber) shall be no less than 700 cu. ft.
  - D.1.3. The total heat release (burn rate) based on a nominal 8,500 BTU/# wastes shall be no less than 16,000,000 BTUH (1,882 #/hr), for 8 hrs per day of continuous operation; no less than 15,250,000 BTUH (1,794 #/hr) for 16 hrs/day of continuous operation; and no less than 14,080,000 BTUH (1,656 #/hr) for 24 hrs/day of continuous operation.
  - D.1.4. Based on an estimated average waste heat value of 14,000 BTU/# for the specified hazardous wastes, the average burn rate of the incinerator is to be no less than 1,200 #/hr (16,800,000 BTUH) for 24 hrs/day of continuous operation.
  - D.1.5. The ignition and combustion chamber burners are to be fired with no. 2 oil with bottled propane gas for the pilot. The ignition burner(s) to be rated at no less than 2,100,000 BTUH, and the combustion chamber burner(s) no less than 4,200,000 BTUH.

- D.1.6. The ignition and combustion chambers shall be lined with no less than 2" of insulation and 5" of high temperature (3,000° F) refractory.
  - D.1.7. The combustion in the ignition (lower) chamber is to be under a reduced atmosphere with final combustion within the combustion (upper) chamber.
  - D.1.8. The minimum upper chamber retention time is to be no less than 0.8 sec.
  - D.1.9. The ignition gas and oil piping trains are to be in accordance with FM and FIA requirements.
  - D.1.10. Rear cleanout door in the lower chamber shall be provided.
  - D.1.11. Automatic charging door shall be provided and shall work in conjunction with the ram feeder.
  - D.1.12. A refractory lined stack with stainless steel spark arrestor shall be provided with sufficient height and diameter to maintain adequate draft conditions within the incinerator at all times. The minimum height acceptable from the outlet of the upper chamber to the top of stack is set at 15'-0"; however, the overall height and diameter are to be specified by the manufacturer to obtain required draft conditions within the incinerator. Proper support for the stack is to be provided.
  - D.1.13. Included with the incinerator are to be all other necessary auxiliaries such as no. 2 oil pump(s), fans, controls, indicating lights, panel, interlocks, etc. necessary for a complete automatic operation.
- D. 2. Ram Loader - One ram loader for attaching to the incinerator and to afford a complete automatic feed in conjunction with incinerator demand. The basic ram requirements are as follows:
- D.2.1. No less than 100 cu. ft. per charge capacity.
  - D.2.2. Chain and sprocket driven ram.
  - D.2.3. Panel and controls to work in conjunction with incinerator (Item D.1)
  - D.2.4. Safety interlocks.
  - D.2.5. A water spray system to automatically extinguish fires on and near the ram head. An alternate cost is to be given for a similar CO<sub>2</sub> fire extinguishing system.

- D. 3. Belt Conveyor - One asbestos belt type conveyor system (one horizontal section and one inclined section ) with an overall length of about 80 ft. by 48" wide (with support steel) to convey the solid wastes (Items B.1.1. and B.1.4. and Item B.1.3. that are not subjected to spontaneous combustion) from the field hopper to the ram loader. It is suggested that the loading be controlled automatically by starting and stopping the belt with level switches installed in the ram loader opening. A small hopper or an extension may need to be added to the ram loader to accomodate the belt and/or level switches. This arrangement will depend upon the equipment selected and must be incorporated by the contractor. See drawing no. CCS-100 for arrangement. The belt conveyor must also have sloping sides to prevent waste from falling off the belt enroute from the field hopper to the ram loader.
- D. 4. Field Hopper (see dwg. no CCS-100) - One field hopper made of  $\frac{1}{4}$ " steel plate with sufficient cross bracing to dump waste onto the horizontal section of belt conveyor by a front end loader. The loading side will slope downward at a 45° angle while the opposite side will be vertical.
- D. 5. Fire Protection System - Three hose racks water fire protection systems shall be furnished and installed (1) in the field hopper area, (2) near the incinerator and ram feeder, and (3) in the liquid waste area. Fire protection water at the required flows and pressures will be furnished by the Owner to within 100 ft. of the incinerator front.
- D. 6. Waste Liquid System
- D.6.1. One 1,000gallon liquid waste holding tank for liquid wastes as specified under Item B.1.1. The holding tank will be fed by gravity from the 55 gallon drum from the drum holding area (see dwg. # CCS-100).
- D.6.2. One 180 GPH waste liquid pump to take suction from the waste holding tank or directly from the 55 gallon drums and discharge into the incinerator. The pump materials shall be especially suitable for pumping the waste liquid specified and the pump discharge pressure will be as required by the incinerator manufacturer. A strainer to be provided at the pump suction.
- D.6.3. Necessary controls for automatic operation and to control the waste liquid at the required pressure and flow rates to the incinerator.
- D. 7. Two ash removal containers with lifting rig.

- E. Installation - The bidder is to include the following as part of the contract (see dwg. # CCS-100)
- E. 1. Rigging and setting into place all equipment at its proper location.
  - E. 2. Furnish and install all piping, above and below ground as required, to interconnect the equipment for the total system as shown on dwg. # CCS-100. The word "piping" as used includes pipe, fittings, supports, valves, hangers, insulation (if required), and accessories for a complete system. All underground piping to be wrapped and coated.
  - E. 4. Furnish and install all necessary support steel for the specified equipment, wiring, conduit, etc.
  - E. 5. Miscellaneous items associated with the specified system but exclusive of Item F which are furnished by Owner.
  - E. 6. For the purpose of this bid, it is to be assumed that the Owner will furnish all utilities, which includes electrical power, fire protection water, propane gas for pilots and no. 2 oil for incinerator burners to within 100 feet of the front of the incinerator. The bidder is to consider that this will be the pick-up point for the utilities mentioned.
  - E. 7. All equipment furnished is to have a final coat of shop paint or field paint.
  - E. 8. Furnish and install an emergency shower in the area of the incinerator. Furnish and install three fire protection hoses and racks as specified in the areas of the incinerator, solid waste storage, and liquid waste storage. Pipe to be underground.
  - E. 9. Curb wall around waste liquid holding area, 6" high.
  - E.10. All docks and platforms for unloading and storing wastes which includes any dirt fill for the various platforms and docks. Plus surfacing of these areas.
  - E.11. Sheet metal (Butler type) constructed-uninsulated buildings to enclose the waste liquid and the solid waste platform areas with a roof over the belt conveyor and ram hopper areas. Sufficient ventilation must be provided for the enclosed areas.
  - E.12. Excavation for the equipment and items furnished by the contractor is by the contractor.
  - E.13. Foundation with reinforcing steel for the incinerator and ram loader.
  - E.14. Support steel as required.
  - E.15. Pad and pit for belt conveyor and field hopper.

E.16 Area and Building Lighting

F. Items to be Furnished and Installed by Owner

- F. 1. Excavation and leveling of area
- F. 2. Portable propane gas bottles for ignitors (if required)
- F. 3. All utilities to within 100 feet of the incinerator which includes electrical power (440/3/60), fire protection water, propane gas for pilots, and no. 2 oil for incinerator burners.
- F. 4. Installation of oil tank (10,000 gallon) which includes excavation, foundation, rigging, and piping to within 100 feet of the incinerator front. The oil tank will be installed about 300 feet from the incinerator.
- F. 5. All roadways to docks, ramps, platforms, etc. for truck access.

FARMERS HOME ADMINISTRATIONSUPPLEMENTAL GENERAL CONDITIONS

(1) All changes which affect the cost of the construction of the project must be authorized by means of a contract change order. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the building schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

(2) If this contract exceeds \$10,000, the Contractor is subject to the provisions of the equal opportunity requirements set forth below and the Contractor shall submit with his bid a completed and executed Form FHA 400-6, "Compliance Statement"; further, if the Contractor has 100 or more employees, he shall file Standard Form 100, "Employer Information Report", with the Joint Reporting Committee, P. O. Box 12, Springfield, Virginia, 22150, within 30 days after the contract award and annually on or before March 31 thereafter during the life of the contract. If the contract exceeds \$50,000 and the Contractor has 50 or more employees, he will develop and place on file within 120 days of the contract award a written affirmative action compliance program using Form AD-425, "Contractor's Affirmative Action Plan for Equal Employment Opportunity," as a guideline.

Equal Opportunity Clause

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the Farmers Home Administration setting forth the provisions of this equal opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Farmers Home Administration, advising the said labor union or workers' representative of the Contractor's commitments under this agreement as required pursuant to Section 202(3) of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of such Executive Order and all relevant rules, regulations, and orders of the Secretary of Labor and any prior authority which remain in effect.

(e) The Contractor will furnish all information and reports required by such Executive Order, and rules, regulations, and orders issued pursuant thereto, and will permit access to his books, records, and accounts by the Farmers Home Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in such Executive Order and such other sanctions may be imposed and remedies invoked as provided in such Executive Order or by such rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order, unless exempted by such rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of such Executive Order so that provisions will be binding upon each such subcontractor or vendor. The Contractor will take such action as the Farmers Home Administration may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event that the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Farmers Home Administration, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(3) Form FHA 424-18, "Partial Payment Estimate," shall be used when estimating periodic payments due the Contractor.

(4) The Contractor and each of his Subcontractors shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

Title 18 U.S.C., Section 874:

Kickback from public works employees.-- Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans (made, insured, or guaranteed) or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Title 40 U.S.C., Section 276c:

Regulations governing Contractors and Subcontractors.-- The Secretary of Labor shall make reasonable regulations for Contractors and Subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or work financed in whole or in part by loans (made, insured, or guaranteed) or grants from the United States, including a provision that each Contractor and Subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week.

(4-26-74) PN 770

The Owner shall report all suspected or reported violations to the Farmers Home Administration.

(5) Each Contractor shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, or age and which specifies goals and target dates to assure the implementation of that plan. The Owner shall establish procedures to assure compliance with this requirement by contractors and to assure that suspected or reported violations are promptly investigated.

(6) Each Contractor will comply with the applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The submission of a bid shall constitute a certification by him that amounts to be paid do not exceed maximum allowable levels authorized by the Cost of Living Council regulations or standards.

(7) If this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

(8) The Contract shall not be effective unless and until approved by the State Director of the Farmers Home Administration, United States Department of Agriculture, or his delegated representative.

(9) Protection of Lives and Property.

(a) In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.

(10) The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

(11) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(12) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

(13) The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of Contractor to make payments properly to Subcontractors or for material or labor.
- (4) A reasonable doubt that the work can be completed for the balance then unpaid.
- (5) Damage to another Contractor.
- (6) Performance of work in violation of the terms of the contract documents.

(14) Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-

up and corrections.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The "Cost-plus-a-percentage-of-the-cost" method of contracting or changing the price of a contract shall not be used. This paragraph amends any form of contract proposing this method.

GUIDE FOR SIGNS AND PLAQUES ERECTED AT PROJECTS FINANCED BY FHA

I PROJECT SIGNS:

All projects financed wholly or in part by the Farmers Home Administration will have signs erected at prominent locations within the project. The general conditions of each construction contract will contain the following paragraph:

"The general contractor, or such other contractor, as the engineer may designate, when construction begins shall erect signs at two prominent locations on the project. The signs shall be constructed of 3/4-inch marine plywood, painted with white letters on green background and maintained in good condition until completion of the project. The outside dimensions of the sign shall be 4'-0" horizontal, and shall be supported by and bolted to two (2) 4" x 4" posts with the bottom of the sign at a point about four (4') feet above the ground line.

The following shall appear on the sign in letters approximately four (4") inches in height:

MUNICIPAL WATERWORKS SYSTEM

(Name of Owner)

FINANCED BY FARMERS HOME ADMINISTRATION  
UNITED STATES DEPARTMENT OF AGRICULTURE  
(NAME(S) OF OTHER AGENCIES PROVIDING FINANCING)  
ENGINEER  
CONTRACTOR

If other Federal Agencies have also participated in the financing of the project, a suitable statement to that effect should be included in the legend on the sign. The exact wording should be subject to prior clearance of the other Agency. The contractor shall include the cost of signs in the total price bid for the project."

## II PLAQUES ON TREATMENT PLANTS:

Modest plaques may be placed on water and sewage treatment plants showing the names of the Mayor and Councilmen, Engineer, and Contractor. These plaques should also state that the project was financed by the Farmers Home Administration, USDA, and the name of any other agency providing financing. The exact wording should be subject to prior clearance of all agencies whose names appear on the plaque.

### USDA PLANT PROTECTION QUARANTINE

Due to plant and insect quarantines, the successful bidder will be required to contact the local Plant Protection Office of the United States Department of Agriculture to determine if any part of this project or any area of his operations in connection therewith is within the quarantine area. If so, the contractor shall thoroughly clean and wash all equipment that moves out of the quarantine area at any time during or after construction of the project; and shall comply strictly with any other restrictions or regulations as required by the U. S. Department of Agriculture or the N. C. Department of Agriculture.

Addresses of local Plant Protection Inspectors may be obtained from:

United States Department of Agriculture  
Animal and Plant Health Service  
Plant Protection & Quarantine Programs  
Federal Building, Room 620  
Raleigh, North Carolina 27601  
(Telephone: 919-755-4290)

On all projects being financed wholly with FHA funds, the following forms must be attached:

Form FHA 400- 6 - Compliance Statement  
Form FHA 424-18 - Partial Payment Estimate  
Form AD 425 - Contractor's Affirmative Action Plan  
for Equal Employment Opportunity

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_,  
the duly authorized and acting legal representative of \_\_\_\_\_

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.

\_\_\_\_\_  
Date: \_\_\_\_\_

CONCURRENCE STATEMENT

Approved as lender or insurer of funds to defray the costs of this contract, and without liability for any payments thereunder, the Farmers Home Administration hereby concurs in the award of this contract to \_\_\_\_\_

U. S. DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION

By \_\_\_\_\_ Title \_\_\_\_\_

The contract shall not be effective unless and until approved by the State Director of the Farmers Home Administration, United States Department of Agriculture, or his delegated representative.

oOo

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

Professional Engineers in Private Practice

*a practice section of the*

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

as modified by the

PROFESSIONAL ENGINEERS OF NORTH CAROLINA

Raleigh, North Carolina



**TABLE OF CONTENTS OF GENERAL CONDITIONS**

<i>Article Number</i>	<i>Title</i>	<i>Page</i>
1	DEFINITIONS .....	8
2	PRELIMINARY MATTERS .....	9
3	CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS .....	11
4	AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS .....	12
5	BONDS AND INSURANCE .....	12
6	CONTRACTOR'S RESPONSIBILITIES .....	14
7	WORK BY OTHERS .....	22
8	OWNER'S RESPONSIBILITIES .....	23
9	ENGINEER'S STATUS DURING CONSTRUCTION .....	23
10	CHANGES IN THE WORK .....	25
11	CHANGE OF CONTRACT PRICE .....	25
12	CHANGE OF CONTRACT TIME .....	26
13	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK .....	27
14	PAYMENTS AND COMPLETION .....	30
15	SUSPENSION OF WORK AND TERMINATION .....	33
16	ARBITRATION .....	34
17	MISCELLANEOUS .....	35

SUGGESTIONS FOR USE  
By  
DESIGN ENGINEERS

These STANDARD GENERAL CONDITIONS have been prepared specifically for public utility contracts in the State of North Carolina. Because the office practices of the several design offices are different it was considered desirable that flexibility be provided whereby the individual consulting or governmental agency office could incorporate its practices through specific inclusion in the SPECIAL CONDITIONS of the contract.

The following sections of these STANDARD GENERAL CONDITIONS should be checked and changes or additions be made in the SPECIAL CONDITIONS if found desirable:

1. Definitions (additional), Article 1
2. Number of sets of prints furnished contractor, paragraph 2.5
3. Substitute Materials or Equipment, para. 6.7
4. Survey information furnished, paragraph 4.5
5. Work in streets, etc., paragraph 6.40
6. Bonds and Insurance, Article 5
7. Temporary Heat, paragraph 6.44
8. Construction time and liquidated damages, paragraph 12.1

Any provisions specifically required to cover the following subject matters must be included in the SPECIAL CONDITIONS.

1. Buy American Act
2. Convict Labor
3. Nondiscrimination in Employment
4. Davis-Bacon Act
5. Eight Hour Laws-Overtime Compensation
6. Apprentices
7. Payroll Records and Payrolls
8. Copeland (Anti-Kickback) Act - Nonrebate of Wages
9. Federal, State and Local Taxes

Some of the utility contractors operating in the State of North Carolina and the Carolinas Branch, AGC, advocate the inclusion in the GENERAL CONDITIONS or the SPECIAL CONDITIONS the following provision: -  
"Changed Conditions.

"The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and if he finds that, in his opinion, such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has complied with Article 10 of the GENERAL CONDITIONS. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided by Article 16 of the GENERAL CONDITIONS."

If the Engineer desires to use this paragraph, he should delete paragraph 4.4 and substitute the above in his SPECIAL CONDITIONS.

Paragraph 6.38 should be cross-referenced in the technical specifications to call attention of the field personnel of the Contractor and the Engineer to these requirements.

Article 16 anticipates that ARBITRATION is authorized by state statute. This should be verified for the state in which this document is used. In North Carolina, arbitration may be made binding upon mutual agreement after the dispute arises.

Paragraph 13.1.5 concerning manufacturer's standard warranties should be cross-referenced in the technical specifications where such apply so the manufacturer will be placed on notice of this provision.

Paragraph 17.2 anticipates that all governmental bodies will be authorized by statute to pay interest on overdue Certificates of Payment. The Engineer should verify this for any specific contract or delete this paragraph in the SPECIAL CONDITIONS.

It is recommended that the SPECIAL CONDITIONS contain a section which will include information concerning local governmental special requirements which may affect the Contractor's operations, such as air pollution, erosion control, etc. The purpose of this section is simply to call attention of the bidders to the requirements so that they will not be overlooked by bidders unfamiliar with the location of the project.

## INDEX TO GENERAL CONDITIONS

Acceptance of Defective Work . . . . .	13.10
Access to the Work . . . . .	13.5
Addenda – definition of (see definition of Specifications) . . . . .	.1
Agreement – definition of . . . . .	.1
Agreement, Execution of . . . . .	2.2
Application for Payment – definition of . . . . .	.1
Application for Payment, Final . . . . .	14.13
Application for Progress Payment . . . . .	14.2
Approval of Final Payment . . . . .	14.14, 14.15
Approval of Payments – in general . . . . .	14.4 thru 14.8.6
Arbitration . . . . .	.16
Availability of Lands . . . . .	4.1
Award of Contract . . . . .	2.1
Award, Notice of – definition of . . . . .	.1
Before Starting Work . . . . .	2.6 thru 2.8
Bid – definition of . . . . .	.1
Bidder – definition of . . . . .	.1
Bid Security, Forfeiture of . . . . .	2.4
Bonds and Insurance – in general . . . . .	.5
Bonds – definition of . . . . .	.1
Bonds, Delivery of . . . . .	2.3
Bonds, Performance and Payment . . . . .	5.1
Brand names . . . . .	3.8
Builders' Risk Insurance . . . . .	5.10, 5.11
Cash Allowances . . . . .	11.5
Change Order – definition of . . . . .	.1
Changes in the Work . . . . .	.10
Claims, Waiver of . . . . .	14.17
Clarifications and Interpretations . . . . .	9.3
Cleaning Up . . . . .	6.30
Completion, Payments and . . . . .	.14
Completion, Substantial . . . . .	14.9, 14.10
Conference, preconstruction . . . . .	2.7
Construction Observer – definition of . . . . .	.1
Contract Documents – definition of . . . . .	.1
Contract Price, Change of . . . . .	.11
Contract Price – definition of . . . . .	.1
Contract Time, Change of . . . . .	.12
Contract Time – definition of . . . . .	.1
Contract Time – starting to run . . . . .	2.12
Contractor – definition of . . . . .	.1
Contractor May Stop Work or Terminate . . . . .	15.7
Contractor, Neglected Work by . . . . .	13.11
Contractor's Continuing Obligation . . . . .	14.16
Contractor's Liability Insurance . . . . .	5.5 thru 5.7
Contractor's Responsibilities – in general . . . . .	.6
Contractor's Warranty of Title . . . . .	14.3

Cooperation between separate Contractors – in general	7
Cooperation with Governmental Departments, Public Utilities, Etc.	6.41
Copies of Documents	2.5
Correction or Removal of Defective Work	13.9
Correction, Removal or Acceptance of Defective Work – in general	13
Correlation, Interpretation and Intent of Contract Documents	3
Cutting, Fitting and Patching	7.3
Defective Work, Acceptance of	13.10
Defective Work, Correction or Removal of	13.9
Defective Work – definition of	9.5
Defective Work – in general	13
Defective Work, Rejecting	9.5
Definitions	1
Delivery of Bonds	2.3
Disagreement, Decisions by Engineer	9.10, 9.11
Documents, Copies of	2.5
Drawings – definition of	1
Drawings, Record	6.20
Electrical Power and Lighting	6.17
Emergencies	6.23
Engineer – definition of	1
Engineer’s Responsibilities, Limitations on	9.12 thru 9.14
Engineer’s Status During Construction – in general	9
Equipment, Removal of	15.6
Execution of Agreement	2.2
Existing Property Improvements, Protection of	6.43
Field Order – definition of	1
Field Order – issued by Engineer	10.2
Final Application for Payment	14.13
Final Review	14.12
Final Payment, Approval of	14.14, 14.15
Fire and Extended Coverage Insurance	5.10, 5.11
Forfeiture of Bid Security	2.4
Furnish and Install – definition of	3.3
Governmental Departments, Public Utilities, Etc., Cooperation with	6.41
Guarantee	13.1
Heat, Temporary	6.44
Inclement Weather, Work During	15.2
Indemnification	6.35 thru 6.37
Inspection, Tests and	13.2, 13.3
Inspector – definition of	1
Inspector, Construction – definition of	1
Insurance, Bonds and – in general	5
Insurance (Builders’ Risk)	5.10, 5.11
Insurance – certificates of	2.7 and 5
Insurance, Contractor’s Liability	5.5 thru 5.7

Insurance, Fire and Extended Coverage .....	5.10, 5.11
Insurance, Owner's Liability .....	5.8
Insurance, Property .....	5.10, 5.11
Insurance, Steam Boiler and Machinery .....	5.9
Interest, on money not paid .....	17.2
Interpretations, Clarifications and .....	9.3
Interpretation and Intent of Contract Documents .....	3
Labor, Materials and Equipment .....	6.3 thru 6.6
Laws and Regulations .....	6.18
Limitations on Engineer's Responsibilities .....	9.12 thru 9.14
Liquidated Damages .....	12.1
Local Conditions – Contractor's familiarity with .....	2.8
Manufacturer's literature .....	3.7
Materialmen and Suppliers, Qualification of .....	2.9, 2.10
Materials and Equipment – furnished by Contractor .....	6.3
Materials or Equipment, Substitute .....	6.7
Measurement of Quantities .....	9.4
Miscellaneous provisions .....	17
Modification – definition of .....	1
Neglected Work by Contractor .....	13.11
Notice of Award – definition of .....	1
Observer, Construction – definition of .....	1
"Or Equal" items .....	6.7
Owner – definition of .....	1
Owner May Stop Work .....	13.8
Owner May Suspend Work .....	15.1
Owner May Terminate .....	15.3
Owner's Liability Insurance .....	5.8
Owner's Representative – Engineer to serve as .....	9.1
Owner's Responsibilities – in general .....	8
Partial Utilization .....	14.11
Patent Fees and Royalties .....	6.14
Payments and Completion– in general .....	14
Payments, Approval of .....	14.4 thru 14.8.6
Performance and Payment Bonds .....	5.1
Permits .....	6.16
Pipe and Conduit Sleeves .....	6.38
Power and Lighting, Electrical .....	6.17
Preconstruction conference .....	2.7
Premises, Use of .....	6.42
Price, Change of Contract .....	11
Price, Contract – definition of .....	1
Progress Payment, Applications for .....	14.2
Progress schedule .....	2.6
Project – definition of .....	1
Project Representative – definition of .....	1
Project Representative, Resident – provision for .....	9.9
Property Insurance .....	5.10, 5.11

Protection of Existing Property Improvements .....	6.43
Protection, Safety and .....	6.21, 6.22
Public Convenience and Safety .....	6.33
Qualification of Subcontractors, Materialmen and Suppliers .....	2.9, 2.10
Quantities, Measurement of .....	9.4
Record Drawings .....	6.20
Reference Points .....	4.5
Regulations, Laws and .....	6.18
Rejecting Defective Work .....	9.5
Removal or Correction of Defective Work .....	13.9
Removal of Equipment .....	15.6
Resident Project Representative – provisions for .....	9.9
Responsibilities, Contractor’s .....	6
Responsibilities, Owner’s .....	8
Responsibility for Connecting to Existing Work .....	6.39
Review, Final .....	14.12
Royalties, Patent Fees and .....	6.14
Safety and Protection .....	6.21, 6.22
Samples .....	6.24 thru 6.29
Sanitary Provisions .....	6.34
Schedule of Values .....	14.1
Separate Contractors, cooperation between .....	7
Shop Drawings and Samples .....	6.24 thru 6.29
Shop Drawings – definition of .....	1
Site inspection – by Contractor .....	2.8
Site, Visits to – by Engineer .....	9.2
Sleeves, Pipe and Conduit .....	6.38
Specifications – definition of .....	1
Standard specifications .....	3.7
Starting the Work .....	2.11 thru 2.13
Starting Work, Before .....	2.6 thru 2.8
Steam Boiler and Machinery Insurance .....	5.9
Stopping Work – by Contractor .....	15.7
Stopping Work – by Owner .....	13.8
Street, Highway and Other Rights-of-Way, Work in .....	6.42
Subcontractor – definition of .....	1
Subcontractors – in general .....	6.8 thru 6.13
Subcontractors, Materialmen and Suppliers, Qualifications of .....	2.9, 2.10
Substantial Completion – certification of .....	14.9
Substantial Completion – definition of .....	1
Substitute Materials or Equipment .....	6.7
Subsurface Conditions .....	4.3
Suspending Work, by Owner .....	15.1
Suspension of Work and Termination – in general .....	15
Superintendent – Contractor’s .....	6.2
Supervision and Superintendence .....	6.1, 6.2

Taxes .....	6.19
Temporary Heat .....	6.44
Termination – by Contractor .....	15.7
Termination – by Owner .....	15.3 thru 15.5
Termination, Suspension of Work and – in general .....	15
Tests and Inspections .....	13.2, 13.3
Time, Change of Contract .....	12
Time, Contract – definition of .....	1
Title, Contractor’s Warranty of .....	14.3
Uncovering Work .....	13.6, 13.7
Use of Premises .....	6.42
Utilization, Partial .....	14.11
Values, Schedule of .....	14.1
Visits to Site – by Engineer .....	9.2
Waiver of Claims .....	14.17
Warranty and Guarantee – by Contractor .....	13.1
Warranty of Title, Contractor’s .....	14.3
Work, Access to .....	13.5
Work by Others – in general .....	7
Work – definition of .....	1
Work During Inclement Weather .....	15.2
Work in Street, Highway and Other Rights-of-Way .....	6.40
Work, Neglected by Contractor .....	13.11
Work, Starting .....	2.11 thru 2.13
Work, Stopping by Contractor .....	15.7
Work, Stopping by Owner .....	15.1, 15.3 thru 15.5

## GENERAL CONDITIONS

### ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

**Agreement:** The written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Contract Documents will be attached to and made a part of the Agreement.

**Application for Payment:** The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR's obligations incurred in connection with the Work covered by all prior Applications for Payment.

**Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bidder:** Any person, firm or corporation submitting a Bid for the Work.

**Bonds:** Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents.

**Change Order:** A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**Contract Documents:** The "Contract Documents" consist of the Agreement or Contract, the Advertisement, the Instructions to Bidders, the General Conditions, the Special Conditions, the technical Specifications, the Drawings (including such detail drawings as may be furnished and/or approved by the ENGINEER from time to time during the performance of the Work in explanation of said drawings), the

accepted Proposal, and all required bonds, powers-of-attorney and insurance certificates.

**Contract Price:** The total moneys payable to the CONTRACTOR under the Contract Documents.

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**CONTRACTOR:** The person, firm or corporation with whom the OWNER has executed the Agreement.

**Drawings:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the ENGINEER and are referred to in the Contract Documents.

**ENGINEER:** The person, firm or corporation named as such in the Contract Documents.

**Field Order:** A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

**Modification:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

**Notice of Award:** The written notice by the OWNER to the CONTRACTOR that the CONTRACTOR is the successful Bidder and that upon compliance with the conditions precedent to be fulfilled by the CONTRACTOR within the time specified, the OWNER will execute and deliver the Agreement to him.

**OWNER:** A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

**Project:** The entire construction to be performed as provided in the Contract Documents.

**Inspector:**

**Construction Inspector:**

**Project Representative:**

**Construction Observer:** An authorized representative of the ENGINEER assigned to observe the Work performed

and materials furnished by the CONTRACTOR or such other person as may be appointed by the OWNER as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

*Shop Drawings:* All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

*Specifications:* The Instructions to Bidders, Addenda (whether issued prior to opening of bids or the execution of the Agreement) these General Conditions, the Special Conditions and the Technical Provisions.

*Subcontractors:* The term Subcontractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications for this Work, but does not include one who merely furnishes material not so worked.

*Substantial Completion:* The date as certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.14.

*Surety:* The corporate body which is bound with and for the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

*Work:* Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

*Written Notice:* The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of

the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the OWNER under this contract shall be delivered to the OWNER through the ENGINEER.

## ARTICLE 2 – PRELIMINARY MATTERS

### *Award:*

2.1 The award of the contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternates and unit prices, if requested by the Bid forms. If the contract is awarded, the OWNER will give the successful Bidder a Notice of Award within sixty days after the opening of the Bids.

### *Execution of Agreement:*

2.2 At least three counterparts of the Agreement and such other Contract Documents as practicable will be signed by the OWNER and the CONTRACTOR within ten days of the Notice of Award. The ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. The OWNER, the CONTRACTOR and the ENGINEER will each receive an executed counterpart of the Contract Documents.

### *Delivery of Bonds:*

2.3 Simultaneously with the execution and delivery of the Agreement, the CONTRACTOR will deliver to the OWNER the required Bonds.

### *Forfeiture of Bid Security:*

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds

within ten days of the Notice of Award shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefor forfeited.

*Copies of Documents:*

2.5 The OWNER will furnish to the CONTRACTOR copies of the Specifications and Drawings as stated in the *SPECIAL CONDITIONS*. Additional copies will be furnished, upon request, at the cost of reproduction.

*Before Starting Work (Preconstruction Conference):*

2.6 Within ten days after execution of the Agreement, the CONTRACTOR will submit to the ENGINEER for approval, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work.

2.7 Before starting the Work the CONTRACTOR will furnish the OWNER and ENGINEER certificates of insurance as required by Article 5; and a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. The parties at the Preconstruction Conference may establish by mutual agreement a definite payment process and time schedule so long as it does not exceed the provisions of paragraph 14.2. Present at the conference will be the OWNER or his representative, ENGINEER or his representative, the CONTRACTOR and his Superintendent and the principal Subcontractors.

2.8 Before undertaking the Work the CONTRACTOR will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the ENGINEER any conflict, error or discrepancy which he may discover. The CONTRACTOR assumes responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

*Qualification of Subcontractors, Materialmen and Suppliers:*

2.9 Within fifteen days after the opening of Bids, the apparent low Bidder will submit to the OWNER and the ENGINEER for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of

the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the Notice of Award, the ENGINEER will notify the apparent low Bidder in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list prior to the Notice of Award shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

2.10 If, prior to the Notice of Award, the OWNER or the ENGINEER has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the apparent low Bidder may, prior to Notice of Award either (i) submit an acceptable substitute without an increase in his Bid price or (ii) withdraw his Bid and forfeit his Bid security. If, after the Notice of Award the OWNER or the ENGINEER refuses to accept any Subcontractor, person or organization on such list, the CONTRACTOR will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

*Starting the Work:*

2.11 The CONTRACTOR will start the Work on the date on which the Agreement is executed and delivered, or on such other date, if any, as may be specified in the Agreement. However, at the time of the execution and delivery of the Agreement the OWNER may give the CONTRACTOR a written notice to proceed, stating a different date on which it is expected that the CONTRACTOR will start the Work, but such date shall not be more than thirty days after the date of execution and delivery of the Agreement. If for any reason, other than by mutual agreement, the notice to proceed is delayed beyond this time, the CONTRACTOR is entitled to an extension of time and equitable change in the contract amount if such claims are made by the CONTRACTOR prior to the notice to proceed or before start of the Work. A copy of the notice to proceed shall be sent to the ENGINEER. No Work shall be done prior to the date on which the Work is to start.

2.12 The Contract Time shall commence to run on the date when the Work is to start as provided in paragraph 2.11.

2.13 At least ten days prior to submitting the first Application for Payment the CONTRACTOR shall submit a schedule of values as required by paragraph 14.1.

### ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he will call it to the ENGINEER's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Drawings. Within the Specifications the order of precedence shall be as follows: Addenda, Special Conditions, Instructions to Bidders, General Conditions, Technical Provisions. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to

produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the ENGINEER before installation. The above requirement is not intended to include major components not covered by or inferable from the drawings and specifications.

3.5 The Work of all trades under this contract shall be coordinated by the CONTRACTOR in such a manner as to obtain the best workmanship possible for the entire project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 The CONTRACTOR shall be responsible for making the construction of habitable structures under this contract rainproof, and for making equipment and utility installations properly perform the specified function. If he is prevented from so doing by any limitations of the drawings or specifications, the CONTRACTOR shall immediately notify the ENGINEER in writing of such limitations before proceeding with construction in the area where the problem or limitation exists.

3.7 Standard specifications or manufacturer's literature, when referenced, shall be of the latest revision or printing unless otherwise stated, and are intended to establish the minimum requirements acceptable.

3.8 Brand names where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term equal or equivalent, when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the work.

**ARTICLE 4 – AVAILABILITY OF LANDS;  
SUBSURFACE CONDITIONS;  
REFERENCE POINTS**

*Availability of Lands:*

4.1 The OWNER will furnish, as indicated on the Contract Documents and not later than the date of the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the CONTRACTOR's convenience shall be the responsibility of the CONTRACTOR. If the CONTRACTOR believes that any delay in the OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time and change in contract amount, he may make a claim therefor as provided in Article 12. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The OWNER will, upon request, furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.

*Subsurface Conditions:*

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water table or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the OWNER/ENGINEER, as well as from information presented by the drawings and specifications made a part of this Contract, or any other information made available to him prior to receipt of bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the

difficulty or cost of successfully performing the Work. The OWNER assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the OWNER/ENGINEER.

4.4 The CONTRACTOR will promptly notify the OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The ENGINEER will promptly investigate those conditions and advise the OWNER in writing if further investigations, surveys or subsurface tests are necessary. If so advised, the OWNER will promptly obtain the necessary additional investigations, surveys and tests and furnish copies to the ENGINEER and the CONTRACTOR. If the ENGINEER finds that the results of such investigations, surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, or a change in design is required, a Change Order shall be issued incorporating the necessary revisions. Subsurface conditions which are changed as a result of the CONTRACTOR's operations are his responsibility and no change in Contract Amount will be made.

*Reference Points:*

4.5 The OWNER will establish such general reference points as in his judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the OWNER. He will report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The CONTRACTOR will replace and accurately relocate all reference points so lost, destroyed or moved.

**ARTICLE 5 – BONDS AND INSURANCE**

*Performance and Payment Bonds:*

5.1 A Performance Bond, in the full amount of the Contract price, will be required of the successful Bidder to guarantee the faithful performance of the Work in compliance with the Contract Documents. Unless otherwise required by *SPECIAL CONDITIONS*, the Performance Bond shall be written on A.I.A. Standard Form A-311, February 1970 Edition, entitled "Performance Bond". The Bond shall be dated the same as the Contract and must be accompanied by a current

copy of the Power of Attorney for the Attorney-in-Fact representing a Surety Company licensed to do business in the state in which the Work is to be performed. This bond must be executed with the Contract and delivered to the OWNER within ten (10) days after the day of the official notice of award and transmittal of Contracts for execution.

5.2 Payment Bond in the full amount of the contract price will be required of the successful Bidder to guarantee the payment of all labor and material bills in connection with compliance of the Contract. Unless otherwise required by *SPECIAL CONDITIONS*, the Payment Bond shall be written on A.I.A. Standard Form A-311 entitled "Labor and Material Payment Bond". This bond shall be dated, executed, and delivered in the same manner as the Performance Bond.

5.3 Cash or a certified check made payable to the OWNER in the full amount of the contract price will be acceptable in lieu of a Performance Bond of a Surety Company. This cash or check will serve as a Performance Bond to guarantee that the provisions of the Contract Documents are complied with, and the CONTRACTOR hereby agrees that in default of such performance the cash or certified check, or such portion thereof, as is required to satisfactorily complete the Work accompanying this proposal and Contract, shall be forfeited and become the property of the OWNER.

5.4 Cash or certified check made payable to the OWNER in the full amount of the contract price will be acceptable in lieu of a Payment Bond of a Surety Company. This cash or check shall serve as a Labor and Material Payment Bond to guarantee that all legal claims for labor and material in connection with the performance of the Contract will be satisfactorily settled, and the CONTRACTOR hereby agrees that in case of default of the payment of any legal claims for labor and material, the cash or certified check, or such portion thereof as is required to satisfy all legal claims for labor and material in connection with this proposal, shall be forfeited and become the property of the OWNER.

*Contractor's Liability Insurance:*

5.5 The CONTRACTOR shall purchase and maintain, in a company acceptable to the OWNER, such insurance as will protect him from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness

or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom — any or all of which may arise out of or result from the CONTRACTOR's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than limits of liability specified below or required by law, whichever is greater:

5.5.1 Workmen's Compensation — Statutory (for the State in which the work is to be performed and the State of domicile of the CONTRACTOR).

5.5.2 Manufacturers' and CONTRACTORS' Liability and CONTRACTORS' Protective Liability, covering operations performed by or for the CONTRACTOR, with limits of not less than:

Bodily Injury — \$100,000/\$300,000.  
Property Damage — \$100,000.

5.5.3 Automobile Liability, covering owned, non-owned and hired automobiles, with limits as required in 5.5.2 above.

5.5.4 Contractual Liability, covering liability of others assumed by the CONTRACTOR elsewhere in this contract under "Hold Harmless" Agreements or similar assumptions of liability, with limits as required in 5.5.2 above.

5.5.5 Property Damage Insurance shall include Explosion, Collapse and damage to Underground utilities (X, C and U) coverage with limits not less than those stated above.

5.6 The CONTRACTOR shall provide the OWNER with Insurance Certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER fifteen (15) days advance notice by registered mail.

5.7 The CONTRACTOR agrees that if any part of the Work under the contract is sublet, he will require the Subcontractor(s) to carry insurance as required in 5.5.1, 5.5.2, and 5.5.3 above, and that he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.6 above.

*Owner's Liability Insurance:*

5.8 The OWNER will be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract Documents.

*Steam Boiler and Machinery Insurance:*

5.9 The OWNER will purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the OWNER, the CONTRACTOR, Subcontractors and Sub-subcontractors in the work.

*Fire and Extended Coverage Insurance (Builders' Risk):*

5.10 The CONTRACTOR shall maintain, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and Vandalism & Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the OWNER and the CONTRACTOR, as their interests may appear, and shall also cover the interests of all Subcontractors performing work.

5.11 The CONTRACTOR shall provide the OWNER with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the OWNER five (5) days advance notice by registered mail.

*Cancellation and Re-Insurance:*

5.12 If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other

acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

*Supervision and Superintendence:*

6.1 The CONTRACTOR will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 The CONTRACTOR will keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR.

*Labor, Materials and Equipment:*

6.3 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

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

6.5 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

*Materials, Equipment, Products, and Substitutions:*

6.7 Materials, equipment and products incorporated in the work must be approved for use before being purchased by the CONTRACTOR. The CONTRACTOR shall submit to the ENGINEER a list of proposed materials, equipment or products, together with such samples as may be necessary for him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract unless otherwise stipulated in the *SPECIAL CONDITIONS*. No request for payment after this date will be approved until this list has been received and approved by the ENGINEER.

6.7.1 If it is indicated in the Specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material, equipment or product specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, promptly after the award of the contract, make written application to the ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.

6.7.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.7.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.7.4 Should any work or materials, equipment or products not conform with requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the project. All such work shall be done at the expense of the CONTRACTOR. See Paragraph 7.10.

6.7.5 No materials or supplies for the work shall be purchased by the CONTRACTOR or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that he has good title to all materials and supplies used by him in the Work.

*Concerning Subcontractors:*

6.8 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.9 (whether initially or as a substitute) against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

6.9 The CONTRACTOR will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual

relationship between any Subcontractor and the OWNER or the ENGINEER or any obligation on the part of the OWNER or the ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The OWNER or the ENGINEER may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific work done in accordance with the schedule of values.

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

6.11 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.12 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with paragraph 5.10. The CONTRACTOR will pay each Subcontractor a just share of any insurance moneys received by the CONTRACTOR under paragraph 5.10.

6.13 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

6.13.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.13.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.13.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

*Patent Fees and Royalties:*

6.14 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after

completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.15 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

*Permits:*

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

*Electrical Power and Lighting:*

6.17 Electrical Power required during construction shall be provided by each prime contractor as required by him. This service shall be installed by a qualified electrical contractor approved by the ENGINEER. Lighting shall be provided by the General CONTRACTOR in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the General CONTRACTOR.

*Laws and Regulations:*

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

*Taxes:*

6.19 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

*Record Drawings:*

6.20 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER and shall be delivered to him for the OWNER upon completion of the Project. It shall be used for this purpose only.

*Safety and Protection:*

6.21 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.21.1 All employees on the Work and other persons who may be affected thereby,

6.21.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.21.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, and in addition he will comply with all requirements and applicable

recommendations of U. S. Department of Labor and local Safety and Health Regulations for Construction. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.21.2 or 6.21.3 caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the CONTRACTOR; except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

6.22 The CONTRACTOR will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.

*Emergencies:*

6.23 In emergencies affecting the safety of persons or the Work of property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

*Shop Drawings and Samples:*

6.24 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.6) five copies (or at the ENGINEER's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the ENGINEER may require. The data shown on the Shop Drawings will

be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.25 The CONTRACTOR will also submit to the ENGINEER for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.26 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

6.27 The ENGINEER will review with reasonable promptness Shop Drawings and samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the ENGINEER. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR's stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.28 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed by the ENGINEER. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.29 The ENGINEER's review of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER's attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall any review by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

*Cleaning Up:*

6.30 **Site.** The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and Final Payment for the Project by the OWNER, the CONTRACTOR shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall restore, in an acceptable manner, all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.31 **Building.** Clean up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean", or its equivalent, unless more exactly specified. The General CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.31.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.31.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.

6.31.3 Remove all temporary protections and clean and polish floors.

6.31.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.32 **General.** In case of dispute, the OWNER may remove the rubbish and charge the cost to the several contractors as the ENGINEER shall determine to be just.

*Public Convenience and Safety:*

6.33 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

*Sanitary Provisions:*

6.34 The General CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the Public Authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

*Indemnification:*

6.35 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) 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 and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.36 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.35 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.37 The obligations of the CONTRACTOR under paragraph 6.35 shall not extend to the liability of the ENGINEER, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

*Pipe and Conduit Sleeves:*

6.38 Sleeve location and setting drawings shall be provided by plumbing, sprinkler, heating, ventilating, air conditioning and electrical trades requiring pipe or sheet metal sleeves in concrete or masonry construction. Sleeve location and setting drawings shall be submitted in accordance with requirements specified for Shop Drawings.

6.38.1 All sleeves shall be furnished, placed and maintained until completion of concrete pours and/or placing of surrounding masonry by the trades requiring such sleeves. The CONTRACTOR placing the concrete or masonry shall cooperate fully with other trades in this matter.

6.38.2 Cast-in-place sleeves shall be used for all piping passing through concrete construction unless otherwise required by the technical specifications or the drawings.

6.38.3 Pipes or large conduit passing through concrete floor and roof construction in pipe chases or furred areas which are completely enclosed by partitions may be run through sheet metal sleeves.

6.38.4 Pipes or large conduit passing through floors in all finished areas shall be run in pipe sleeves made of standard black steel pipe placed

so as to extend 3/8 inch above finished floor. The size of the sleeves shall be as small as practical. Pipe sleeves for such areas shall be in place and checked before concrete is poured and shall provide a water-tight joint with the concrete. After pipe or conduit is placed through such sleeves, escutcheons shall be installed so as to conceal pipe sleeve projection above floor.

6.38.5 Pipes or conduit passing through concrete or masonry walls shall be provided with black steel pipe sleeves with ends set flush with wall faces. Where water-tightness is necessary through such walls, or through floors, the joint between pipe or conduit and pipe sleeves shall be thoroughly calked.

6.38.6 The General CONTRACTOR shall provide double joists, headers, filler slabs or widened beams, additional framing, bracing or other supports, as applicable, where the structural system is affected in any manner by sleeves. See paragraphs 7.5 through 7.10.

*Responsibility for Connecting to Existing Work:*

6.39 It shall be the express responsibility of the CONTRACTOR to connect his Work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.

*Work in Street, Highway and Other Rights-of-Way:*

6.40 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the authorities having jurisdiction and of applicable requirements of the specifications. CONTRACTOR shall make all necessary arrangements with the proper authorities, including the obtaining of permits, approval of construction methods, etc., and shall pay all costs charged in connection with the Work. Upon completion of such work, CONTRACTOR shall present to ENGINEER certificates, in triplicate, from the proper authorities stating that the Work has been done in accordance with their requirements, and that all costs charged to the Work by them have been paid in full. See paragraph 4.1.

6.40.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.40.2 The CONTRACTOR shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project. The ENGINEER shall assist the CONTRACTOR in obtaining the above information.

6.40.3 Any variation from the requirements of paragraph 6.42 above shall be stated in the *SPECIAL CONDITIONS*.

*Cooperation with Governmental Departments, Public Utilities, Etc.:*

6.41 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them if he so desires. He shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.41.1 The CONTRACTORS' attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.41.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the

Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

*Use of Premises:*

6.42 CONTRACTOR shall confine his apparatus, storage of materials, and operations of his workmen to limits required by law, ordinances, permits, and directions of ENGINEER and OWNER, and shall not unnecessarily encumber any part of site.

6.42.1 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety.

6.42.2 CONTRACTOR shall enforce ENGINEER's and OWNER's instructions in connection with signs, advertisements, fires and smoking.

6.42.3 CONTRACTOR shall arrange and cooperate with OWNER in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

6.42.4 CONTRACTOR shall notify the ENGINEER with a copy to the OWNER of all blasting operations at least 48 hours before such blasting unless otherwise approved by the ENGINEER.

*Protection of Existing Property Improvements:*

6.43 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of contract.

*Temporary Heat:*

6.44 The General CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction, for all contracts against injury from dampness and cold until final acceptance of all work and materials for the Project, unless building is fully occupied by the OWNER prior to such acceptance, in which case the OWNER shall assume all expenses of heating from date of full occupancy. In areas outside

those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel and services as required to protect his work or shall make all necessary arrangements with the General CONTRACTOR for providing such temporary heat, fuel and services. Unless otherwise specifically permitted by *SPECIAL CONDITIONS*, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR's proposed methods of heating shall be submitted for approval.

## **ARTICLE 7 – WORK BY OTHERS**

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor (or the OWNER), the CONTRACTOR will inspect and promptly report to the ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

7.3 The CONTRACTOR will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER.

7.4 If the performance of additional work by other contractors or the OWNER is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional work. If the CONTRACTOR believes that the

performance of such additional work by the OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

7.5 Where practicable, the General CONTRACTOR shall build around the work of other separate contractors or shall leave chases, slots and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the ENGINEER.

7.6 Necessary chases, slots and holes not built or left by the General CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the General CONTRACTOR. The General CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each CONTRACTOR shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.8 Each CONTRACTOR shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the CONTRACTOR shall notify the ENGINEER immediately. Lack of such notice to the ENGINEER will be construed as acceptance by the CONTRACTOR of the status of the work of other contractors as being satisfactory for proper coordination of his own Work.

7.9 Each CONTRACTOR shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The General CONTRACTOR shall give notices of the progress of his Work so that work of other contractors, when required to be concealed, may be placed before the general construction Work. All such notices shall be submitted to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, failure to respond to notices, defective work or lack of coordination shall be borne by the CONTRACTOR responsible for such lack of notices, etc.

#### ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no unreasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in paragraph 14.4.

8.4 The OWNER’s duties in respect of providing lands, boundary surveys, etc., are set forth in paragraphs 4.1 and 4.2, and his duty to establish reference points is set forth in paragraph 4.5.

8.5 The OWNER’s responsibilities in respect of liability and property insurance are set forth in paragraph 5.8.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 , In connection with the OWNER’s right to stop Work or suspend Work, see paragraphs 13.8 and 15.1. Paragraph 15.3 deals with the OWNER’s right to terminate services of the CONTRACTOR under certain circumstances.

8.8 The OWNER shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the

Contract Documents. If such prior use increases the cost of or delays the Work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, except by prior agreement, as the ENGINEER may determine. See paragraph 14.11.

#### ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

##### *Owner’s Representative:*

9.1 The ENGINEER shall be the OWNER’s representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER’s representative during construction are set forth in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER’s decision, in matters relating to aesthetics, shall be final, if within the terms of the Contract Documents.

9.1.2 Except as expressly provided above or elsewhere in the Contract Documents, all the ENGINEER’s decisions are subject to arbitration.

9.1.3 If, however, the ENGINEER fails to render a decision within ten days after the parties have presented their evidence, either party may then demand arbitration. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

##### *Visits to Site:*

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design

professional, he will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies in the Work of contractors.

*Clarifications and Interpretations:*

9.3 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

*Measurement of Quantities:*

9.4 All work completed under the contract will be measured by the ENGINEER according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

*Rejecting Defective Work:*

9.5 The ENGINEER will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2). He will also have authority to require special inspection or testing of the Work as provided in paragraph 13.6, whether or not the Work is fabricated, installed or completed.

*Shop Drawings, Change Orders and Payments:*

9.6 In connection with the ENGINEER's responsibility as to Shop Drawings and samples, see paragraphs 6.24 through 6.29, inclusive.

9.7 In connection with the ENGINEER's responsibility for Change Orders, see Articles 10, 11 and 12.

9.8 In connection with the ENGINEER's responsibilities in respect of Application for Payment, etc., see Article 14.

*Resident Project Representative:*

9.9 If the OWNER and ENGINEER agree, the ENGINEER will furnish a fulltime Resident Project

Representative and assistants to assist the ENGINEER in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants shall be as set forth in an exhibit to be incorporated in the Contract Documents.

*Decisions on Disagreements:*

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the OWNER and the CONTRACTOR. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the ENGINEER for decision; which he shall render in writing within a reasonable time.

9.11 Either the OWNER or the CONTRACTOR may demand arbitration with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16, such arbitration to be in accordance with Article 16. However, no demand for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the ENGINEER has rendered his decision or (b) the tenth day after the parties have presented their evidence to the ENGINEER if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the ENGINEER rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. If the ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

*Limitations on Engineer's Responsibilities:*

9.12 Neither the ENGINEER's authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such

authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

9.13 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.14 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

#### **ARTICLE 10 – CHANGES IN THE WORK**

10.1 Without invalidating the Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER entitles him to an increase in the Contract Price or extension of Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.23 and except as provided in paragraphs 10.2, 13.2 and 13.7.

10.4 The OWNER will execute appropriate Change Orders prepared by the ENGINEER covering changes in

the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.23 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 It is the CONTRACTOR's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the OWNER.

#### **ARTICLE 11 – CHANGE OF CONTRACT PRICE**

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be in writing delivered to the OWNER and the ENGINEER within 15 days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the ENGINEER if the OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 By cost and a mutually acceptable fixed amount for overhead and profit.

11.3.4 If none of the above methods is agreed upon, the value shall be determined by the ENGINEER on the basis of costs and a

percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for CONTRACTOR's combined overhead and profit, shall be as follows:

11.3.4.1 For all such Work done by his own organization, the CONTRACTOR may add up to the following percentages to his actual net increase in cost:

- a. For Labor ..... 20%
- b. For Equipment ..... 10%
- c. For Materials ..... 5%

11.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to ten percent of his actual net increase in costs for combined overhead and profit and the CONTRACTOR may add up to five percent of the Subcontractor's total for his combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

In such case and also under paragraph 11.3.3 the CONTRACTOR will submit in form prescribed by the ENGINEER an itemized cost breakdown together with supporting data.

11.4 The amount of credit to be allowed by the CONTRACTOR to the OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the ENGINEER. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

*Cash Allowances:*

11.5 It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

**ARTICLE 12 – CHANGE OF THE CONTRACT TIME**

12.1 The CONTRACTOR shall commence work to be performed under this agreement on a date to be specified in a written order from the ENGINEER and shall fully complete all work hereunder within the number of consecutive calendar days stated in the *SPECIAL CONDITIONS*. For each day in excess of the stated number of days, the CONTRACTOR shall pay the OWNER the sum stated in the *SPECIAL CONDITIONS* as liquidated damages reasonably estimated in advance to cover the losses to be incurred by the OWNER by reason of failure of said CONTRACTOR to complete the work within the time specified, such time being in the essence of this contract and a material consideration thereof. On projects involving more than one CONTRACTOR, the ENGINEER will be the judge as to division of responsibility between the several CONTRACTORS, and shall apportion the amount of liquidated damages to be paid by each of them, according to delay caused by any or all of them.

12.2 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time, shall be in writing delivered to the OWNER and the ENGINEER within 15 days of the occurrence of the event giving rise to the claim. All

claims for adjustment in the Contract Time shall be determined by the ENGINEER if the OWNER and the CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.3 If the CONTRACTOR is delayed at any time in the progress of the Work by an act of the OWNER or the ENGINEER, or of any employee of either, or by any separate CONTRACTOR employed by the OWNER, or by changes ordered in the Work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by delay authorized by the ENGINEER pending arbitration, or by any cause which the ENGINEER shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the ENGINEER may decide.

12.4 No such extension shall be made for delay occurring more than ten days before the claim therefor is made in writing to the ENGINEER. In the case of a continuing cause of delay, only one claim is necessary.

12.5 No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

12.6 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

12.7 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

12.8 No claim for extension of time will be considered because of unusual weather conditions, and no reparation shall be made to the CONTRACTOR for damages to the Work resulting therefrom, except as stipulated in paragraph 15.2.

## **ARTICLE 13 – WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *Warranty and Guarantee:*

13.1 The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

13.1.1 Except as otherwise specified all Work shall be guaranteed by the CONTRACTOR and his Sureties against defects resulting from the use of faulty or inferior materials, equipment, or workmanship for one year from the date of final completion of the Work as signified by acknowledgement of receipt of Final Payment by the CONTRACTOR, or from date of notice of Substantial Completion or use of the facility by the OWNER, whichever is earlier, or from the date of final completion as established by the OWNER, the ENGINEER and the CONTRACTOR in a joint meeting as applicable.

13.1.2 If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the ENGINEER, are rendered necessary as the result of the use of materials, equipment, or

workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the CONTRACTOR shall, promptly upon receipt of notice from the OWNER, and without expense to the OWNER:

13.1.2.1 Place in satisfactory condition, in every particular, all of such guaranteed work;

13.1.2.2 Correct all defects therein;

13.1.2.3 Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the ENGINEER, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and

13.1.2.4 Make good any work or material, or the equipment and contents of said building or site, disturbed in fulfilling any such guarantee.

13.1.3 If in fulfilling the requirements of the Contract or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the ENGINEER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

13.1.4 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his Surety shall be liable for all expenses incurred.

13.1.5 All special guarantees applicable to definite parts of the Work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the CONTRACTOR automatically without further action on the part of the OWNER or the ENGINEER.

*Tests and Inspections:*

13.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness therefor. The CONTRACTOR will furnish the ENGINEER the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered without written approval of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation at the CONTRACTOR's expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

*Testing and Use of Incomplete Portions of the Work:*

13.4 The Contractor shall be responsible in every respect for failure to observe the necessary precautions to avoid injury to personnel or property during testing and use of any incomplete portions of the work in whole or in part while the tests are being conducted, and the OWNER or his agents shall not be liable therefor.

*Access to the Work:*

13.5 The ENGINEER and his representatives and other representatives of the OWNER will at all times have access to the Work. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

*Uncovering Work:*

13.6 If any Work is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR's expense.

13.7 If any Work has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

*Owner May Stop the Work:*

13.8 If the Work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, the OWNER may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

*Correction or Removal of Defective Work:*

13.9 If required by the ENGINEER prior to approval of final payment, the CONTRACTOR will promptly, without cost to the OWNER and as specified by the ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from the ENGINEER, the OWNER may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR, and an appropriate deductive Change Order shall be issued. The CONTRACTOR will also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

*Acceptance of Defective Work:*

13.10 If, instead of requiring correction or removal and replacement of defective Work, the OWNER (and, prior to approval of final payment, also the ENGINEER) prefers to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including

appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the CONTRACTOR to the OWNER.

*Neglected Work by Contractor:*

13.11 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the OWNER, upon written notice to the CONTRACTOR, after three days from receipt of such notice by the CONTRACTOR and without prejudice to any other remedy he may have, may make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the CONTRACTOR if the ENGINEER approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR will pay the difference to the OWNER.

**ARTICLE 14 – PAYMENTS AND COMPLETION**

*Schedule of Values:*

14.1 At least ten days prior to submitting the first Application for a progress payment the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices, aggregating the Contract Price. This schedule shall be satisfactory in form and substance to the ENGINEER and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the ENGINEER, it shall be incorporated into the form of Application for Payment furnished by the ENGINEER.

*Applications for Progress Payment:*

14.2 At least twenty days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER for review the Application for Payment filled out and signed by the CONTRACTOR covering ninety (90) percent of the Work completed and eighty-five (85) percent of the value of stored materials as of the date of the Application and supported by such

data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including insurance on materials stored off the site.

14.2.1 When the value of the completed Work reaches fifty (50) percent or more of the amount of the Contract, the ENGINEER, upon request of the CONTRACTOR, may recommend that the OWNER pay the remaining progress payments in full, provided that satisfactory progress is being maintained on the Work.

*Contractor's Warranty of Title:*

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the OWNER prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

*Approval of Payments:*

14.4 The ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application. The OWNER will, within ten days of presentation to him of an approved Application for Payment, pay the CONTRACTOR the

amount approved by the ENGINEER. The ENGINEER may withhold approval of a monthly Application for Payment which amounts to \$1,000.00 or less.

14.5 The ENGINEER's approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the ENGINEER shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to him on account of the Contract Price.

14.6 The CONTRACTOR shall make the following certification on each request for payment:

"I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this Work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site; and that all lawful charges for labor, materials, etc., covered by previous Certificates for Payment have been paid and that all other lawful charges on which this request for payment is based have been paid for in full or will be paid for in full from the funds received in payment of this request within ten (10) calendar days from receipt of this partial payment from OWNER."

14.7 The ENGINEER's approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR's being entitled to final payment as set forth in paragraph 14.14 have been fulfilled.

14.8 The ENGINEER may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the OWNER. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the OWNER from loss because:

14.8.1 The Work is defective,

14.8.2 The Work for which payment is requested cannot be verified,

14.8.3 Claims have been filed or there is reasonable evidence indicating the probable filing thereof,

14.8.4 The Contract Price has been reduced because of Modifications,

14.8.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.11, or

14.8.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraph 6.30 and 6.31.

*Substantial Completion:*

14.9 Prior to final payment, the CONTRACTOR may, in writing to the OWNER and the ENGINEER, certify that the entire Project is substantially complete and request that the ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, the OWNER, CONTRACTOR and ENGINEER will review the Project to determine the status of completion. If the ENGINEER does not consider the Project substantially complete, he will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the Project substantially complete, he will prepare and deliver to the OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between the OWNER and the CONTRACTOR for maintenance, heat and utilities. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment, and the certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time. The

OWNER shall have seven days after receipt of the tentative certificate during which he may make written objection to the ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, the ENGINEER concludes that the Project is not substantially complete, he may notify the CONTRACTOR in writing, stating his reasons therefor. If, after said seven days and after consideration of the OWNER's objections, the ENGINEER considers the Project substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from the OWNER.

14.10 The OWNER shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but the OWNER will allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

*Partial Utilization:*

14.11 Prior to final payment, the OWNER may request the CONTRACTOR in writing to permit him to use a specified part of the Project which he believes he may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER and ENGINEER that said part of the Project is substantially complete and request the ENGINEER to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter the OWNER, CONTRACTOR and ENGINEER will make an inspection of that part of the Project to determine its status of completion. If the ENGINEER does not consider that it is substantially complete, he will notify the OWNER and CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers that part of the Project to be substantially complete, he will execute and deliver to the OWNER and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between the OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The OWNER shall have the right to exclude the CONTRACTOR from any part of the Project which the ENGINEER has so certified to be substantially complete, but the OWNER will allow the

CONTRACTOR reasonable access to complete or correct items on the tentative list. See paragraph 8.8.

*Final Review:*

14.12 Upon written notice from the CONTRACTOR that the Project is complete, the ENGINEER will make a final review of the Project with the OWNER and the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this review reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy such defects.

*Final Application for Payment:*

14.13 After the CONTRACTOR has completed any such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents – all as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such supporting data as the ENGINEER may require, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all Liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the OWNER, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond satisfactory to the OWNER to indemnify him against any Lien.

*Approval of Final Payment:*

14.14 If, on the basis of his observation and review of the Work during construction, his final review of the Project and his review of the final Application for Payment – all as required by the Contract Documents, the ENGINEER is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, indicate in writing his approval of payment

and present the Application to the OWNER for payment. Otherwise, he will return the Application to the CONTRACTOR, indicating in writing his reasons for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the Application. The OWNER will, within ten days of presentation to him of an approved final Application for Payment, pay the CONTRACTOR the amount approved by the ENGINEER.

14.15 If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the OWNER shall, upon certification by the ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Article 5, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

*Contractor's Continuing Obligation:*

14.16 The CONTRACTOR's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any correction of defective work by the OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.

*Waiver of Claims:*

14.17 The making and acceptance of final payment shall constitute:

14.17.1 A waiver of all claims by the OWNER against the CONTRACTOR other than those arising from unsettled Liens, from defective work appearing after final payment or from failure to comply with the requirements of the

Contract Documents or the terms of any special guarantees specified therein, and

14.17.2 A waiver of all claims by the CONTRACTOR against the OWNER other than those previously made in writing and still unsettled.

**ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

*Owner May Suspend Work:*

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the CONTRACTOR and the ENGINEER which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

*Work During Inclement Weather:*

15.2 No work shall be done under these specifications except by permission of the ENGINEER when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the CONTRACTOR, upon the direction of the ENGINEER, shall suspend all work until instructed to resume operations by the ENGINEER and the contract time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the CONTRACTOR at his own expense.

*Owner May Terminate:*

15.3 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of

the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his Surety seven days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

15.4 Where the CONTRACTOR's services have been so terminated by the OWNER, said terminations shall not affect any rights of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the OWNER due the CONTRACTOR will not release the CONTRACTOR from liability.

15.5 Upon seven days' written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

*Removal of Equipment:*

15.6 In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER. Should the CONTRACTOR not remove such equipment and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

*Contractor May Stop Work or Terminate:*

15.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of

more than ninety days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or the OWNER fails to pay the CONTRACTOR any sum approved by the ENGINEER or awarded by arbitrators within thirty days of its approval and presentation, then the CONTRACTOR may, upon seven days' written notice to the OWNER and the ENGINEER, terminate the Agreement and recover from the OWNER payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the ENGINEER has failed to act on an Application for Payment or the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' notice to the OWNER and the ENGINEER stop the Work until he has been paid all amounts then due.

**ARTICLE 16 – ARBITRATION**

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.17, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

16.2 Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. The demand for arbitration shall be made within the 30-day period specified in paragraph 9.11 where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.3 The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the OWNER in writing.

**ARTICLE 17 – MISCELLANEOUS**

17.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

17.2 All moneys not paid when due hereunder shall bear interest at six (6) percent per annum.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR by paragraphs 6.35, 13.1, and 14.3 and the rights and remedies available to the OWNER and ENGINEER thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.6 The Contract Documents shall be governed by the law of the place of the Project.

\*\*\*\*\*

CONTRACT CHANGE ORDER

Order Number \_\_\_\_\_

Contract for \_\_\_\_\_ Dated \_\_\_\_\_

Owner \_\_\_\_\_

Description of Changes	Increase in Contract Price	Decrease in Contract Price
------------------------	-------------------------------	-------------------------------

\$ \_\_\_\_\_ \$ \_\_\_\_\_

Net Change in Contract Price \$ \_\_\_\_\_ \$ \_\_\_\_\_

Justification \_\_\_\_\_

The sum of \$ \_\_\_\_\_ is hereby (added to) (deducted from) the total contract price. The time provided for completion is (increased) (decreased) by \_\_\_\_\_ calendar days (not changed). This document will become a supplement to the Contract and all provisions of the Contract will apply hereto.

Requested by: \_\_\_\_\_  
Owner

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Attested by \_\_\_\_\_ Title \_\_\_\_\_ (Seal)

Accepted by \_\_\_\_\_  
Contractor

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Attested by \_\_\_\_\_ Title \_\_\_\_\_ (Seal)

Recommended by \_\_\_\_\_ Date \_\_\_\_\_  
Engineer or Architect

Approved \_\_\_\_\_ Date \_\_\_\_\_  
State Director, Farmers Home Administration

ARCHITECT/ENGINEER INSPECTION REPORT

Inspection No. \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_

Contractor \_\_\_\_\_

Item \_\_\_\_\_

Foreman/Contractor on Job \_\_\_\_\_

Status \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Work Corrected \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Deficiencies \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Instructions to Foreman/Contractor \_\_\_\_\_

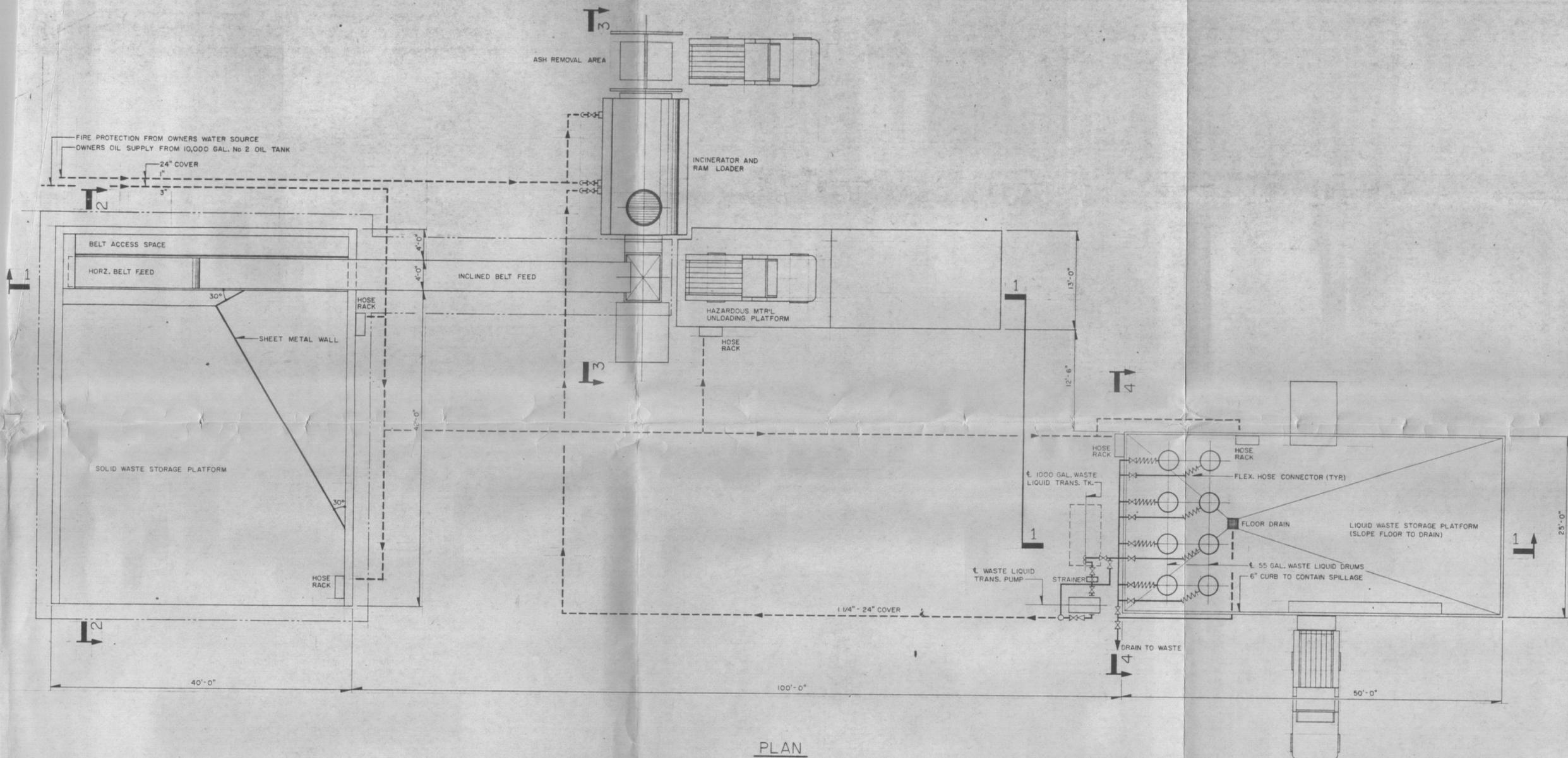
\_\_\_\_\_  
\_\_\_\_\_

Remarks \_\_\_\_\_

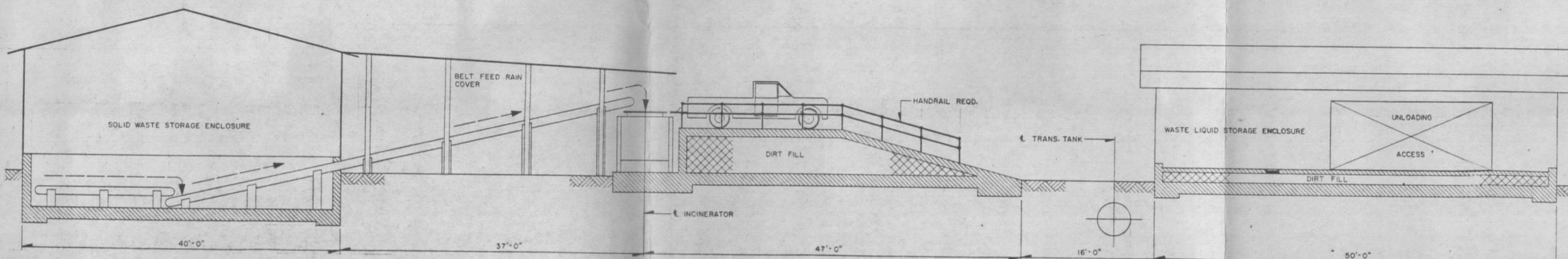
\_\_\_\_\_  
\_\_\_\_\_

Inspector \_\_\_\_\_





PLAN



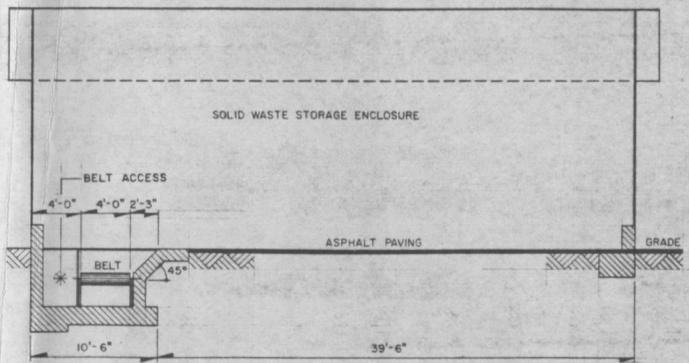
SECTION "1-1"

SPECIFICATION DWG.- NOT FOR CONSTRUCTION

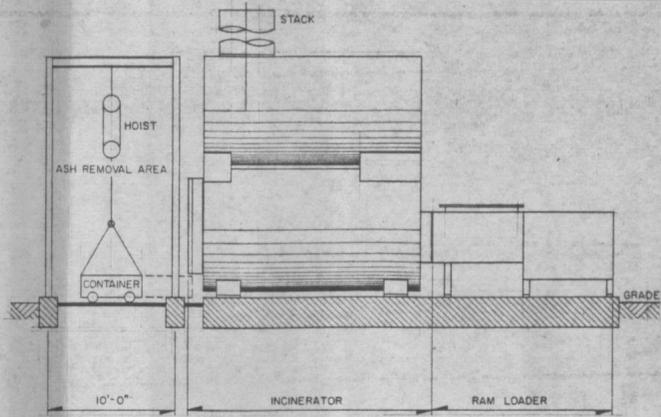
THIS DRAWING IS FOR BIDDERS' USE ONLY AS A SUGGESTED GENERAL ARRANGEMENT OF EQUIPMENT, PLATFORMS, ENCLOSURES, RAMPS, ETC., AND DOES NOT INCLUDE THE DETAILS AND ARRANGEMENT THAT WOULD BE APPLICABLE TO THE PARTICULAR EQUIPMENT PROPOSED BY THE BIDDER. BIDDER IS TO INCLUDE ALL ITEMS NECESSARY FOR THE COMPLETE SYSTEM, AS SPECIFIED.

CONCRETE TO BE 3000 PSI AT 28 DAYS WITH MAXIMUM AGGREGATE SIZE OF 1 1/2".

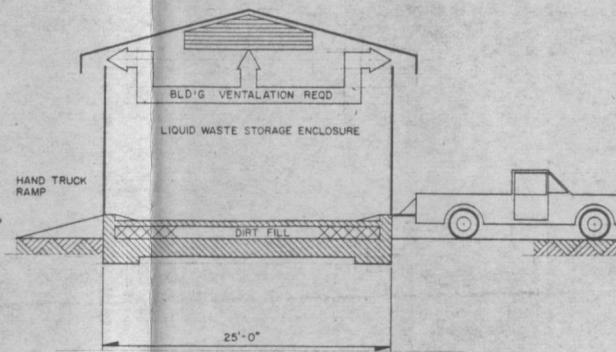
R.M. Shreiner, P.E. CONSULTING ENGINEER			
P. O. Box 3772 Charlotte, N. C.			
Caldwell County, N. C. Regional Incinerator Project			
DESIGNED	R.M.S.	DRAWN	F.E.H.
CHECKED	R.M.K.	APPR	
SCALE	3/16" = 1'-0"		DWG. No. CCS-100
REV	0		



SECTION "2-2"



SECTION "3-3"



SECTION "4-4"

R. M. Shreiner, P. E. CONSULTING ENGINEER				
P. O. Box 3772 Charlotte, N. C.				
Caldwell County, N. C. Regional Incinerator Project				
DESIGNER	R.M.S.	DRAWN	F.E.M.	CHECKED
			R.H.K.	APPR
SCALE	DWG. No. CCS-101			REV
3/16" = 1' - 0"				0

June 20, 1975

Addendum No. 1 to "Specifications for Caldwell County, N. C.  
Regional Incinerator Project"

1. Attachment IX, page 15, under Item 45 - change "---Insured Farmers Home Administration, U. S. Department of Agriculture---" to read "---Industrial Grant by Farmers Home Administration, U. S. Department of Agriculture and Appalachian Regional Commission---".
2. Add FmHA Form AD-425 (Contractor's Affirmative Action Plan for Equal Employment Opportunity under Executive Order 11246 and Executive Order 11375) which is attached to this Addendum.
3. Add FmHA Form 440-27 (Labor Standards Provisions) which is attached to this Addendum.
4. Under Item X-A (Additional Instructions to Bidders) add the following:
  - A.11 The successful bidder must comply with minimum rates of wages for laborers and mechanics, as determined by the Secretary of Labor, and other Labor regulations.  
  
Note to Bidders: Wage rates have been requested for this project and will be forwarded to bidders upon receipt.
5. Under Attachment X, Item E (Installation), add the following:
  - E.18 The dimension between the incinerator and waste storage platform areas as shown on drawing CCS-100 must be adhered to; and, the present site will be enlarged by the Owner to suit final arrangement plans.
6. Under Attachment II (Invitation for Bids) and Attachment III (Information for Bidders), change the date of "Bids Received by the Owner" and "Bid Opening" to July 21, 1975 at 4:00 PM.

UNITED STATES DEPARTMENT OF AGRICULTURE

CONTRACTOR'S AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY  
UNDER EXECUTIVE ORDER 11246 AND EXECUTIVE ORDER 11375

Employers of more than 50 persons who hold Government Contracts or sub-contracts of \$50,000 or more are required to have at each installation a written program of affirmative action to assure that all employment and the conditions of employment at each installation are free of discrimination on account of race, color, religion, sex or national origin. As a minimum, and with such additions as are appropriate to the circumstances of the community and the capabilities of the contractor's facility, the following elements for an affirmative action equal employment opportunity plan are recommended:

1. Identify and analyze minority components of the labor pool available to the contractor facility. Determine the areas of unemployment and its causes. Sources of information are local Boards of Trade; Chamber of Commerce, U.S. Employment Service, minority group leaders, school authorities, and vocational services.
2. Analyze facility hiring activity for the past year, and maintain applicant and employee records to support findings. This includes examination of recruitment sources and qualifications requirements. Obtain certification of applicant and promotion test validation in accordance with Department of Labor Order of Sept. 24, 1968, (33F.R. 186) issued pursuant to Executive Order 11246.
3. Make job opportunity information equally available to minority group and non-minority group applicants.
4. Keep employment offices well marked and accessible to applicants, staffed where feasible with experienced interviewers.
5. Carefully adjust qualification requirements to needs of job. Do not inflate or set unrealistic standards. See that questions raised by applicants regarding eligibility are answered and that all are treated equally.
6. Assume equality of opportunity regardless of race in lines of progression and promotion ladder.
7. Provide for on-the-job and off-the-job training with safeguards against racial discrimination.
8. Calculate turnover, retirement, and replacement needs for appropriate periods in advance.
9. Set goals for the assignment of stated numbers of minority workers to the permanent work force.
10. Provide for recording progress on equal employment opportunity objectives.
11. Record contacts with public and private agencies and organizations serving minority groups.
12. Insure that the employer's equal employment opportunity policy is known to applicants as well as employees.

### LABOR STANDARDS PROVISIONS

(1) Minimum wages.

(i) All mechanics and laborers employed or working upon the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a) (1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) The owner shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for final determination.

(iii) The owner shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the of the fringe benefit, the question, accompanied by the recommendation of the contracting officer, shall be referred to the Secretary of Labor for determination.

(iv) If the contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, the Secretary of Labor has found, upon the written request of the contractor, the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The Farmers Home Administration may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the Farmers Home Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) The contractor will submit weekly a copy of all payrolls to the Farmers Home Administration if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Farmers Home Administration. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a) (1) (iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the Farmers Home Administration and the Department of Labor, and will permit such representatives to interview employees during working hours on the job.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U. S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U. S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates, for the area of construction prior to using any apprentices on the contract work.

(ii) Trainees. Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and, where subdivision (iii) of this subparagraph is applicable, in accordance with the provisions of Part 5a of this subtitle.

(iii) Application of 29 CFR Part 5a. On contracts in excess of \$10,000 the employment of all laborers and mechanics, including apprentices and trainees, as defined in S5.2 (c) shall also be subject to the provisions of Part 5a of this subtitle. Apprentices and trainees shall be hired in accordance with the requirements of Part 5a of this subtitle.

(5) Compliance with Copeland Regulations (29 CFR Part 3).

The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

(6) Subcontracts.

The contractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (5) and (7) and paragraphs (8), (9), and (10) of this form and such other clauses as the Farmers Home Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

(7) Contract termination: debarment.

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

(8) Overtime requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

(9) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph (8), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (8), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (8).

(10) Withholding for unpaid wages and liquidated damages.

The Farmers Home Administration may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (9).



*Caldwell*  
*JK*

STATE OF NORTH CAROLINA  
DEPARTMENT OF HUMAN RESOURCES  
*Division of Health Services*

JAMES E. HOLSHOUSER, JR.  
GOVERNOR

JACOB KOOMEN, M.D., M.P.H.  
DIRECTOR

DAVID T. FLAHERTY  
SECRETARY

P. O. Box 2091

Raleigh 27602

February 26, 1974

*Mr. F.*

Mrs. Robey A. Oliver  
Route 5, Box 76  
Lenoir, North Carolina 28645

Dear Mrs. Oliver:

I have received your letter and the one from Mrs. Edna Rhymer in regard to the disposal problem that is being conducted on the property adjacent to you and Mrs. Rhymer.

I am sending a copy of both letters to Mr. J. N. Fulp, Sr., District Sanitarian, requesting that he visit the area to investigate the conditions and to see if we can be of assistance in alleviation of the problem. He will contact you at the time of his visit and discuss with you his recommendations.

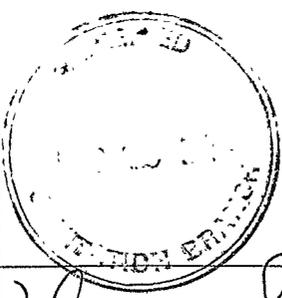
Very truly yours,

Sidney H. Usry, Head  
Solid Waste & Vector Control Branch  
Sanitary Engineering Section

SHU:bm

cc: Mrs. Edna Rhymer  
Mr. J. N. Fulp, Sr.

5/2/74

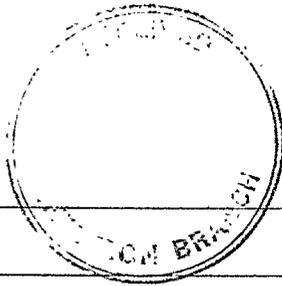


Feb 19 1974

Dear Sir:

I am writing you again I rate you about a month ago well I got a answer the other day from the one I rate well this dumping before my house has slowed down here but the man came and put up some signs for no more dumping allowed well the sign has been there some I feel like it was Wade Bentley done this this is his land no one would have tore down the sign but him the man the land belonged to Robby my husband said that he had seen Wade Bentley had stuff from town and shall on other people land Wade Bentley works for the City I went to town Friday I went to the Sheriff office and asked them what to do about the sign ~~being~~ being tore down they told me to write you and tell you about it so you can do what you want to about this matter

yours truly Mrs Dorothy  
Oliver



Feb 19 1974

Jmaire

Dear Sir

Wish to say few lines  
concerning the matter  
which you was here before  
they have been some no dumping  
since put up & some of them  
have been turned down they are  
one sign up at the highway  
it says 200 dollar fine if caught  
dumping manday the 18 me and my  
sister you caught a man with  
2 loads going up the road he told  
us he dumped it at 2 different  
places we are sending you his  
~~tag no~~ tag no & phone  
number he gave us as their phone  
no 754 6316 tag no 95-95-VE  
Wade Bentley is still hauling  
junk on this road when I said  
something to him about it he said no  
Baby couldnt stop him  
it wasnt any of your business  
he said he would dump any they he  
wanted to if I dont do any good to  
take the tag no to the sheriff  
over

They have been 4- sacks dumped  
in my drive way & talked to the  
Sheriff about it he said they wasent  
any thing he could do about it  
I caught one man dumping in the  
drive way I took a record for him  
& give it to the Sheriff they  
never let me no anything about  
it what can we do if we cant  
get any help from the Sheriff  
I sure hope you can get it stopped

Edna Byrnes

*Caldwell*  
*Jr*

January 21, 1974

Mrs. Robey A. Oliver  
Route 5, Box 76  
Lenoir, North Carolina 28645

Dear Mrs. Oliver:

I am sending a copy of your letter to Mr. J. N. Fulp, Sr., District Sanitarian, requesting that on his next visit to that area that he investigate the conditions described to determine if this agency can be of assistance in alleviation of the problem. He will contact you and discuss the matter in regard to the extent of authority that we have in the disposal of waste under the conditions described.

Very truly yours,

Sidney H. Usry, Head  
Solid Waste & Vector Control Branch  
Sanitary Engineering Section

SHU:bm

cc: Mr. J. N. Fulp, Sr.

Jan 14, 1974.

Dear Sir

I am writing you again about this garbage above my house it get worse all the time people still throw trash ~~to~~ ~~at~~ above my house yet this man and woman you went to see they made their brains they was just throwing their yurbe there for a skite to us some one killed a cow and brought all that stuff and threw it above my house I had to dig a hole and bury it I want you to write Wade Bentley a letter and tell him to put up signs on this land no dumping there has been a lot of stuff dumped since you were here he work for the town he picks up garbage they dont care what people throw of up here

this is his land some law  
will have to get behind him  
before he will do anything  
I No you seen how many  
Jump Piles There was along  
the road people just ~~they~~  
don't care any more I try  
to be good to people but  
there is some you just cant  
be good to if you can do any  
thing about this I would be  
glad we get Spring water and  
this stuff washed in it wont  
be long till we cant use  
our water please write Wade  
a letter we come see him  
again Mrs Ruby A Oliver

Wade address RT 5  
Bently Senior NC

*Caldwell*  
*JRK*

November 19, 1973

Mr. R. A. Oliver  
Route 5, Box 76  
Lenoir, North Carolina 28645

Dear Mr. Oliver:

Your letter to the Environmental Protection Agency has been referred to this office for reply.

I am sending a copy of your letter to Mr. J. N. Fulp, Sr., District Sanitarian, requesting that he investigate the conditions described and make recommendations for alleviation of the problem.

Very truly yours,

Sidney H. Usry, Head  
Solid Waste & Vector Control Branch  
Sanitary Engineering Section

SHU:bm  
cc: Mr. J. N. Fulp, Sr.



November 14, 1973

Mr. R. A. Oliver  
Rte. #5, Box 76  
Lenoir, North Carolina 28645

Dear Mr. Oliver:

Your recent letter to the Environmental Protection Agency, Washington, D. C., has been referred to the Regional Office since the State of North Carolina is in Region IV.

Under the current Solid Waste Management Act, as amended, the Environmental Protection Agency does not have the authority to establish or enforce laws pertaining to dumps; this responsibility is under the jurisdiction of the State.

For this reason, your letter is being sent to the North Carolina solid waste authority with the request that this State agency investigate the problems you describe to see whether or not there is a violation of State laws.

If this office can be of further service to you in any way, please let us know.

Sincerely yours,

Henry T. Hudson  
Sanitary Engineer  
Solid Waste Management Branch

cc: Mr. Sidney H. Usry, Branch Head  
Solid Waste and Vector Control Branch  
Department of Human Resources  
Division of Health Services  
P. O. Box 2091  
Raleigh, North Carolina 27602

ebc

Article Eastern  
Kashmir by  
R.P.E. 10/1/23  
No copy

(HP)

Mr. R. A. Oliver  
Rt. 5, Box 76  
Lenoir, N.C. 28645

E. P. A.  
Washington D. C.  
20460

Dear E. P. A.

I am writing you about the trash on the road where I live. There are nine trash pumps on this road.

We have been to the health dept. and they won't do anything. There is one big trash dump above my house. And before long if not all ready the trash will be on my land. That trash has made my water taste like iron rust.

I live about mile <sup>1</sup>/<sub>2</sub> on the Indian Grave Rd. on 321.

If there is any thing you can do to help me. Would you please let me know.

Yours Very Truly,  
Mr. R. A. Oliver

*Caldwell*  
*LR*

September 7, 1972

Mr. John E. Hostettler, Jr.  
Route 2, Box 167  
Granite Falls, North Carolina 28630

Dear Mr. Hostettler:

Your letter to Dr. Jacob Koomen has been referred to this office for reply. On August 29, 1972, I wrote Mr. J. N. Fulp, Sr., District Sanitarian, (a copy of this letter was sent to you) requesting that he investigate the matter as soon as possible.

I am sending a copy of this letter to Mr. Fulp requesting that he investigate the conditions described immediately and make recommendations for the alleviation of the problem. I am sure he will be in touch with you at the time he visits the area.

Very truly yours,

Sidney H. Usry, Chief  
Solid Waste & Vector Control Section  
Sanitary Engineering Division

SHU:bm

cc: Dr. Jacob Koomen  
Mr. J. N. Fulp, Sr.

San Eng

Rt 3 Box 67  
Granite Falls, N. C. 28630  
September 1, 1972

RECEIVED

Dr. Jacob Koomen  
Director, State Health Department  
State of North Carolina  
Raleigh, North Carolina 28645

SANITARY ENGINEERING  
DIVISION

Dear Sir:

A serious problem exists in the southern portion of Caldwell County that could affect the health and welfare of a sizeable number of people. An open garbage area approximately 12 X 50 feet exist and has become a possible breeding area for rodents, reptiles, and insects of all kinds. This garbage area is close to human habitation. A decided possibility is of some type disease may develop from this uncanitary area.

The problem has been reported to the owner of the property Dr. Bill Corpening with negative results. On or about August 10, 1972 a report was made to the Caldwell County Health Department, Lenoir, N.C. One of the sanitary inspectors Mr. Neil H. Conrad visited the site and observed first hand the raw, uncovered garbage dump, the pile of discarded old clothing, piles of old newspapers, abandoned old automobile, and an abandoned well partially filled with trash and refuse of all sorts. He stated that this former well could, if not filled properly, be a cause of polluting the entire water table in this vacinity for anyone using well water. On his visit Mr. Conrad saw a large rodent in the area immediately adjacent to this unhealthy area. His visit has produced no assistance what so ever in resolving the problem.

Mr. John E. Hostettler, Jr. called Mr. Sidney H. Usry, State Health Department, Raleigh, N.C. for assistance August 22, 1972. Mr. Usry said something could be done but stated the shortage of inspectors and money precluded immediate action. He further said Mr. J. N. Fulp, Sr. of Wilkesboro, N.C. was his district sanitarian inspector for this area, but he had such a large area could not give even an estimate as to when an inspection could be accomplished. Another deterrent to an inspection at this time Mr. Fulp is on vacation and no one else available due to the shortage of personnel.

The problem has intensified to horrendous proportions during the past few days making it impossible to enjoy the outdoors. The increase of insects and the offensive stench of garbage makes living in the adjacent area most undesirable.

Page 2

We the undersigned property owners and residents of this area solicit your help in resolving an unhealthy condition in an expeditious timely manner.

Sincerely,

*John Hostetler Jr.*

*Charles Rank*

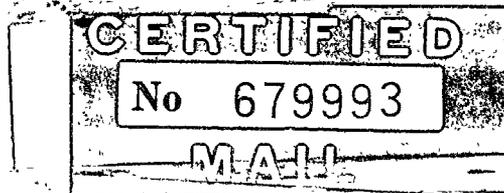
*Box 67 A. Rt. 3*

*Mr. & Mrs. Gary K. Story*

*Rt. 3, Box 69*

*T. P. Clark*

*Rt. 3. Box 66 R.*



Caldwell  
JHR

August 29, 1972

Mr. J. N. Fulp, Sr.  
District Sanitarian  
Drawer 520  
Wilkesboro, North Carolina 28697

Dear Mr. Fulp:

I have received a telephone call from Mr. John Hostettler, Route 3, Box 67, Granite Falls, North Carolina, regarding an open dump that is being operated in his neighborhood. I would appreciate your making an investigation and preparing recommendations regarding this matter as soon as possible.

Very truly yours,

Sidney H. Usry, Chief  
Solid Waste & Vector Control Section  
Sanitary Engineering Division

SHU:bm  
cc: Mr. John Hostettler

RECEIVED

100

*Chaetone*

JUL 1972

N. C. STATE BOARD OF HEALTH

CHECK-OFF SHEET FOR PROPOSED SANITARY LANDFILL SITES

SANITARY ENGINEERING

DIVISION

COUNTY CALDWELL LOCATION 14.5 MI. E-LENOIR - OFF 321-A-2 MI. ACRES 80

PROPERTY OWNER MR. RAY STARNES PROPOSED OPERATOR REGIONAL S. WASTE CO.

- 1. Is this site within the boundaries of a public water supply watershed? Watershed \_\_\_\_\_ YES  NO \_\_\_\_\_
- 2. Does any portion of this site contain floodplain areas? YES  NO \_\_\_\_\_
- 3. Are there public or private wells nearby that could be affected? YES \_\_\_\_\_ NO   
Nearest well in feet \_\_\_\_\_ (Elaborate in Comments Section)
- 4. Are there springs present on the site? Number 1 YES  NO \_\_\_\_\_
- 5. Will this site require dyking? YES  NO \_\_\_\_\_
- 6. Will this site require piping of surface drainage? YES \_\_\_\_\_ NO
- 7. Not precluding required boring information, does this site have adequate cover material for the sanitary landfill development? YES  NO \_\_\_\_\_
- 8. Will this site require diversion of surface water? YES  NO \_\_\_\_\_  
Receiving stream for surface drainage from site \_\_\_\_\_
- 9. Will this site require extensive preparation, such as clearing? YES \_\_\_\_\_ NO   
(Elaborate in Comments Section)
- 10. Will this site require a new all-weather access road? YES  NO \_\_\_\_\_  
(Elaborate in Comments Section)

11. Evaluate the following:
- |  | POOR                                | GOOD                                | EXCELLENT |
|--|-------------------------------------|-------------------------------------|-----------|
| A. Surface soil conditions as related to cover requirements. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | _____     |
| B. Location as related to population density                 | <input checked="" type="checkbox"/> | _____                               | _____     |
| C. Accessibility to users                                    | <input checked="" type="checkbox"/> | _____                               | _____     |

12. Based on the observations made above and otherwise, do you recommend that the requestor proceed with the requirements of Section IX of the North Carolina State Board of Health "Rules and Regulations Providing Standards for Solid Waste Disposal"? YES \_\_\_\_\_ NO

13. COMMENTS: (Include any requirements noted by you for the sanitary landfill development and operation) 1- POOR POPULATION DENSITY LOCATION - 14.5 MI. FROM LENOIR  
2- SITE IS ON LAKE HICKORY - ABOVE HICKORY AND LONGVIEW MUNICIPAL WATER INTAKES APPROX 3 MI.  
3- ACCESS ROAD WOULD BE 2 MI.

14. Number of borings recommended for a representative sampling of the site \_\_\_\_\_

15. Percent of usable land \_\_\_\_\_ . Include sketch of site on back of this form.

6-27-72  
(DATE)

*J. N. Tuley, Sr.*  
 N. C. State Board of Health  
 District Sanitarian for Solid Waste  
~~Sanitary Engineer~~

*Caldwell*

*JHR*

# Catawba - Lincoln - Alexander District Health Department

ADMINISTRATIVE OFFICE:  
HICKORY, N. C.  
MELVIN F. EYERMAN, M. D., M. P. H.  
DISTRICT HEALTH DIRECTOR

Newton, North Carolina 28658  
April 21, 1972

CATAWBA COUNTY:  
HICKORY, N. C. 28601  
NEWTON, N. C. 28658  
LINCOLN COUNTY:  
LINCOLNTON, N. C. 28092  
ALEXANDER COUNTY:  
TAYLORSVILLE, N. C. 28681

**RECEIVED**

APR 24 1972

**SANITARY ENGINEERING  
DIVISION**

Mr. Sidney H. Usry, Chief  
Solid Waste & Vector Control Section  
Sanitary Engineering Division  
Raleigh, North Carolina 27602

Dear Mr. Usry:

When talking to Mr. Paul White, Hickory, N. C. concerning the dumping of garbage into a stream, he advises that the location is in Caldwell County near Colletsville. Mr. White wrote out the following directions for locating the site: "Approximately 1½ miles north of Colletsville on Highway #90 on the right side of the road and stream. Approximately eight (8) houses in a settlement. Solid waste disposal into the stream."

The papers are being returned for any use in contacting Caldwell County Health Department.

Yours very truly,

*W. M. White, R. S.*  
W. M. White, R. S.  
Sanitarian Supervisor

WMW:esb

Enclosure

JACOB KOOMEN, M.D.,M.P.H.  
STATE HEALTH DIRECTOR  
AND SECRETARY-TREASURER



Report if or if not required to  
W. BURNS JONES, JR., M.D.,M.P.H. WR+AP  
ASSISTANT STATE HEALTH DIRECTOR

James S. Raper, M.D.  
President  
Asheville

Lenox D. Baker, M.D.  
Vice-President  
Durham

Charles T. Barker, D.D.S.  
New Bern

Ben W. Dawsey, D.V.M.  
Gastonia

NORTH CAROLINA  
STATE BOARD OF HEALTH

P. O. BOX 2091  
RALEIGH, NORTH CAROLINA 27602

April 17, 1972

Joseph S. Hiatt, Jr., M.D.  
Southern Pines

J. M. Lackey  
Hiddenite

Paul F. Maness, M.D.  
Burlington

Ernest A. Randleman, Jr., B.S.Ph.  
Mount Airy

Jesse H. Meredith, M.D.  
Winston-Salem

Mr. W. M. White, R. S.  
Catawba County Health Department  
Post Office Box 1448  
Hickory, North Carolina 28601

Re: Pollution Help Line Report No. 510

Dear Mr. White:

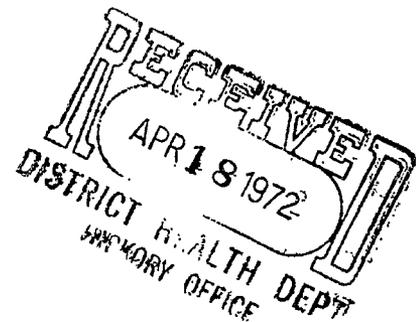
I am attaching a copy of a Pollution Help Line Report regarding the discharge of solid waste that was received from the Department of Natural and Economic Resources. I would appreciate your investigating and making recommendations for the alleviation of these conditions.

Very truly yours,

Handwritten signature of Sidney H. Usry in cursive.

Sidney H. Usry, Chief  
Solid Waste & Vector Control Section  
Sanitary Engineering Division

SHU:bm  
Attachment  
cc: Mrs. Jackie Wall



# POLLUTION HELP LINE REPORT

DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES

DATE: 4-10 1972

TIME: \_\_\_\_\_ AM  
PM

NAME OF CALLER: Mrs. Paul White

ADDRESS: 734- 14<sup>th</sup> ave.  
Street P.O.Box

Lickory, N.C. 278  
City Zip

TELEPHONE NUMBER: 327-7100

Reported by:  
Answering Service

POINT OF POLLUTION: \_\_\_\_\_

SOURCE OF POLLUTION: \_\_\_\_\_

NATURE OF CALL: The complainant has observed solid waste being discharged into creek by 6 or 8 families.

REPORT REFERRED TO: Secretary Engineering Div., State Board of Health

IMMEDIATE ACTION TAKEN: \_\_\_\_\_

SIGNED Jackie Hall

*Caldwell*  
*J. M.*

March 17, 1972

Miss Carrie Edmisten  
Route 8, Box 356  
Lenoir, North Carolina 28645

Re: Pollution Help Line Report No. 445

Dear Miss Edmisten:

I have been in contact with Mr. J. W. Fulp, Sr., District Sanitarian, regarding the complaint of your sister on January 31, 1972. Mr. Fulp has not been able to visit the site but he assures me that he will investigate the problem within the next few days and will contact you at that time.

Very truly yours,

Sidney H. Uery, Chief  
Solid Waste & Vector Control Section  
Sanitary Engineering Division

SHU:bm

cc: Mr. J. W. Fulp, Sr.  
Mrs. Millie Mason

In replying refer to: ↓

NO. 445

# POLLUTION HELP LINE REPORT

DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES

DATE: 3/15 19 72

TIME: 4:20 ~~AM~~ <sup>PM</sup>

RECEIVED

MAR 17 1972

SANITARY ENGINEERING DIVISION

NAME OF CALLER: Miss Carla Edmisten

ADDRESS: Route 8, Box 356  
Street P. O. Box

Lenoir, N.C. 28645  
City Zip

TELEPHONE NUMBER: (704) 758-5970

POINT OF POLLUTION: Mullberry Creek -  
Lenoir, N.C.

SOURCE OF POLLUTION: John Andrews (See Report #284)  
Lenoir, N.C.

NATURE OF CALL: \_\_\_\_\_

See report #284 - Miss Edmisten's sister called on 1/31/72 to report dumping by John Andrews into Mullberry Creek. Her sister Miss Carla Edmisten called today to report the situation still exists. This report was sent to the State Bd. of Health and a letter was sent by Mr. Ury to Miss Edmisten advising that Mr. Ury would investigate this.

REPORT REFERRED TO: I called Mr. Ury and he has not received this report yet but will send it to Miss Edmisten when received State Bd. of Health - Sanitary Engineering Div.

IMMEDIATE ACTION TAKEN: \_\_\_\_\_

SIGNED Melvin Mason

*Caldwell*  
*JH*

GRANITE ELECTRIC AND MERCHANDISING CORPORATION

73 FALLS AVENUE

GRANITE FALLS, N. C. 28630

PHONE: 396-2832 DAY 396-4243 NITE

2-2-72

Mr. J. N. Fulp, Sr.  
District Sanitarian  
State Board of Health  
North Wilkesboro, N.C.

Dear Mr. Fulp

I am writing you again about this dump the Mayor and Town Officials are hell bent to keep open and burning.

I understand from talking with you that the town of Granite has inferred that they had asked for bids to haul the garbage from Granite to the Caldwell County landfill at Lenoir and that the price they received was entirely beyond thier consideration. One of the bidders they susposedly had was Lee Helton, Rt #2 Box 148, Phone 396-7873 in Granite Falls. For you information they never even asked Mr. Helton for a bid of any kind, in fact he was surprised when I asked him about it. He did tell me that he had given Rhodhiss a price of \$125 per week for 2 pickups weekly at each house and hauling it to Lenoir to the Caldwell Landfill.

He further stated he would be very glad to give them a price on hauling thier garbage and he felt he could do it for less on a house to house basis because Granite had better streets. The Town of Granite might even save money with a contract hauler, I dare them to look into it. One of our town commissioners told a lady living in this end of town that she should be glad the town picked it up and burned it because there wasn't enough taxes from this end of town to pay for the garbage pick up. Such stupidity is not overwhelmingly surprising to me.

I can't see having to breathe this mess till May or later and I believe unless the town is made to do something they will hold to the permit they have to burn trash and garbage here until Dec. 31 of 1973.

Very Truly Yours

*Jack Edwin Moore*  
Jack Edwin Moore

RECEIVED

FEB 24 1972

SANITARY ENGINEERING  
DIVISION

Files

*Mr. Elmer G. Cleveland*

From:

Elmer G. Cleveland      404/526-3921  
Regional Representative  
Office of Solid Waste Management Programs  
ENVIRONMENTAL PROTECTION AGENCY  
1421 Peachtree St. N. E.  
Atlanta, Georgia 30309

*Caldwell*  
*JSR*

February 2, 1972

Miss Sandy Edmisten  
Route 8, Box 356  
Lenoir, North Carolina 28645

Dear Miss Edmisten:

Your complaint to the Department of Natural and Economic Resources regarding the dumping of trash has been referred to this office for reply as this agency is responsible for solid waste disposal.

I am sending a copy of this letter to Mr. J. N. Fulp, Sr., Regional Sanitarian, requesting that on his next visit to the area that he investigate and make recommendations regarding the problem.

Very truly yours,

Sidney H. Usry, Chief  
Solid Waste & Vector Control Section  
Sanitary Engineering Division

SHU:bm  
cc: Mr. J. N. Fulp, Sr.  
Mrs. Jacke Wall

Mary

NO. 284

# POLLUTION HELP LINE REPORT

DEPARTMENT OF NATURAL AND ECONOMIC RESOURCES

DATE: 1-31- 1972

TIME: 4:15 PM

NAME OF CALLER: Miss Sandy Edmister

ADDRESS: Route # 8, Box 356  
Street P. O. Box

Lenoir, N.C. 28645  
City Zip

TELEPHONE NUMBER: 758-5970

RECEIVED

FEB 2 1972

POINT OF POLLUTION: \_\_\_\_\_

SANITARY ENGINEERING  
DIVISION

SOURCE OF POLLUTION: \_\_\_\_\_

NATURE OF CALL: Mr. John Andrews, who lives on the same street as the complainant, is dumping trash on a hill just below his house. The trash falls down the hill and into Mulberry Creek and floats downstream. Both the complainant and Mr. Andrews reside in a small community called Mulberryout of Lenoir.

REPORT REFERRED TO: Sanitary Engineering Div. State Board of Health

IMMEDIATE ACTION TAKEN: \_\_\_\_\_

SIGNED Jackie Hall

JACOB KOOMEN, M.D., M.P.H.  
STATE HEALTH DIRECTOR  
AND SECRETARY-TREASURER



W. BURNS JONES, JR., M.D., M.P.H.  
ASSISTANT STATE HEALTH DIRECTOR

James S. Raper, M.D.  
President  
Asheville

Lenox D. Baker, M.D.  
Vice-President  
Durham

Charles T. Barker, D.D.S.  
New Bern

Ben W. Dawsey, D.V.M.  
Gastonia

Joseph S. Hiatt, Jr., M.D.  
Southern Pines

J. M. Lackey  
Hiddenite

Paul F. Maness, M.D.  
Burlington

Ernest A. Randleman, Jr., B.S.Ph.  
Mount Airy

Jesse H. Meredith, M.D.  
Winston-Salem

NORTH CAROLINA  
STATE BOARD OF HEALTH

REGIONAL OFFICE  
1008 HIGHWAY 321 WEST  
HICKORY, NORTH CAROLINA 28601

October 29, 1971

RECEIVED

NOV 1 1971

SANITARY ENGINEERING  
DIVISION

Dr. Marjorie Strawn  
Health Director  
Caldwell County Health Department  
P. O. Box 777 *JAR*  
Lenoir, North Carolina 28645

Dear Dr. Strawn:

Today, October 27, 1971, Mr. Roger Hennessee of your staff and myself made an inspection of the Helton Refuse Dump, Triplett, Triplett and Dula Dumps and found they were closed out. The Lenoir Disposal has been converted to a county landfill.

The following disposal sites have not been closed out according to my records, and considered active when a survey was made in 1968:

1. Granite Falls - Until new landfill is established this could be used.
2. Rhodhiss - Until new landfill is established this could be used.
3. Anderson, Dempsey - Rt. 6, Box 999, Lenoir, N. C. - Active
4. Chester, Hudson, N. C. - Active
5. Walsh, W.H., Rt. 5, Box 218, Lenoir, N. C. - Active
6. Garnes, W.J., Rt. 2, Box 293, Lenoir, N. C. - Active
7. Shew, Lloyd, Rt. 7, Box 678-1, Lenoir, N. C. - Active
8. Blowing Rock Disposal, 6 miles west of Blowing Rock off Old Johns River Road - Active

On sites 3-8, the contract haulers and Town of Blowing Rock should start using the county landfill if practical, if new landfill site is, and will be more practical, then time should be given.

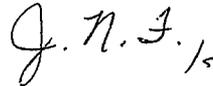
The following should be done when a site is closed:

1. Block entrance to the site, discontinue all use of the site.
2. Place sign informing users of central landfill site location.
3. Place rat bait at the site for two weeks, continual baiting each day.
4. At the end of two weeks, cover with 2' earth.

Dr. Marjorie Strawn  
Page 2  
October 29, 1971

I hope to return to your department in the near future regarding this matter. In the interim, I believe a study should be made by you and your Sanitation Staff as to the closing out of dumps. As you know each time a dump is closed, a health hazard is eliminated. Yet the closing of a site too soon could cause the hazard to be spread on and near the roads and to the property of others.

Yours very truly,



J. N. Fulp, Sr.  
District Sanitarian

/lms

cc: ~~Mr.~~ S. H. Usry, Chief, Solid Waste and Vector Control  
Mr. Roger Hennessee, Sanitarian