PROJECT MANUAL

CITY OF PITTSBURG, KANSAS

CONCRETE REPAIR 2018

East 4th Street (Broadway to Grand)
Rouse Street (Quincy to 4th Street)
Rouse Street (4th Street to Atkinson Road)

PREPARED BY
City of Pittsburg, Kansas
Department of Public Works
201 W. Fourth Street
Pittsburg, KS 66762
620-231-4170

APRIL 2018

City of Pittsburg
Forward Together.

SECTION 00 01 10
TABLE OF CONTENTS

Section	Title	Page
00 01 01	Project Title Page	00 01 01 – 1
PROCUREMENT REQUIREMENTS		
00 01 10	Table of Contents	00 01 10 – 1-2
00 11 13	Advertisement for Bids	00 11 13 – 1
00 21 00	Instructions to Bidders	00 21 00 – 1-9
00 41 45	Bid Form	00 41 45 – 1-6
00 41 55	Supplement to Bid Forms	00 41 55 – 1
00 43 13	Bid Bond	00 43 13 – 1-2
CONTRACTING REQUIREMENTS		
00 51 00	Notice of Award	00 51 00 – 1
00 52 00	Agreement Form - EJCDC Stipulated Price	00 52 00 – 1-7
00 55 00	Notice to Proceed	00 55 00 – 1
00 61 13	Performance Bond	00 61 13 – 1-3
00 61 14	Payment Bond	00 61 14 – 1-3
00 61 15	Statutory Bond	00 61 15 – 1-2
00 65 16	Certificate of Substantial Completion	00 65 16 – 1-2
00 72 00	General Conditions - EJCDC	00 72 00 – 1-62
00 73 00	Supplementary Conditions – EJCDC	00 73 00 – 1-8
DIVISION 01 – GENERAL REQUIREMENTS		
01 10 00	Summary of Work	01 10 00 – 1-2
01 22 00	Measurement and Payment	01 22 00 – 1-2
01 29 00	Payment Procedures	01 29 00 – 1-2
01 31 00	Project Management and Coordination	01 31 00 – 1–7
01 32 00	Construction Progress Documentation	01 32 00 – 1-4
01 33 00	Submittal Procedures	01 33 00 – 1-5
01 71 23	Field Engineering	01 71 00 – 1-3
DIVISION 03 – CONCRETE		
03 30 00	Cast-In-Place Concrete	03 30 00 – 1-11

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 13 13 Concrete Paving 32 13 16 – 1-18

END OF SECTION

ADVERTISEMENT FOR BIDS

Owner: **City of Pittsburg, Kansas**

Address: **201 West 4th Street, Pittsburg, Kansas 66762**

Separate sealed BIDS for the construction of **906 SY Concrete Pavement Repair on East 4th Street (Broadway to Grand); Rouse Street (Quincy to 4th Street); and Rouse Street (4th Street to Atkinson Road),** and incidents thereto will be received by the City of Pittsburg, Kansas, at the Office of the City Clerk; City Hall, 201 West 4th Street, P.O. Box 688, Pittsburg, KS 66762 until **2:00P.M. Central Daylight Savings Time Tuesday, May 1st, 2018,** and then publicly opened and read aloud in the City Hall Upstairs Conference Room.

The CONTRACT DOCUMENTS may be examined at the following locations:

City of Pittsburg Public Works Dept., 201 West 4th Street, Pittsburg, KS 66762
Kansas Construction News, 230 Laura; Wichita, KS 67211
McGraw-Hill Construction Dodge, 4300 Beltway Place, Ste. 180, Arlington, TX 76018
Bid News Construction Reports, 5727 S. Garnett Rd., Ste. H, Tulsa, OK 74146

Copies of the CONTRACT DOCUMENTS may be obtained at:

The City of Pittsburg Public Works Department located at 201 West 4th Street, Pittsburg, Kansas 66762 upon payment of $50.00 for each set. No Refund.

Bidders on this work will be required to comply with the President's Executive Order No. 11246. Requirements for bidders and contractors under this order are explained in the specifications.

Bidders on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et.seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et.seq).

Joye VanGorden, Deputy City Clerk
Owner's Representative

April 19th, 2018
Date

SECTION 00 21 00
INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 DEFINED TERMS

A. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2 COPIES OF BIDDING DOCUMENTS

A. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation may be obtained from the office designated in the Invitation to Bid. The deposit will be refunded to plan holders in accordance with the Invitation to Bid.

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

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

1.3 QUALIFICATIONS OF BIDDERS

A. To demonstrate qualifications to perform the Work, the apparent low Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the General or Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Any information furnished pursuant to this section shall be deemed confidential and will not be disclosed by the Owner.

B. The Contractor shall provide proof that he has completed a minimum of 2 similar projects of equal or greater size.

C. Each Bid must contain evidence of Bidder's qualification to do business in the State of Kansas or covenant to obtain such qualification prior to award of the contract.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work and (d) study and carefully correlate Bidder's observations with the Contract Documents.

B. Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. Refer to the Standard General Conditions for use of these reports. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

C. On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

D. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Drawings and/or the Specifications. The Contractor shall be responsible for the acquisition of any additional temporary easements or rights-of-way that are desired to be used to complete the work. Contractor shall furnish documentation regarding any additional agreements for additional work areas prior to commencing with Work in such areas.

E. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 1.4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms, and conditions for performance of the Work. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his BID.

F. Each Bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and respective employees arising out of or in connection with any reports mentioned in Section 1.4.B above, or the administration, evaluation or recommendation of any bid.

1.5 INTERPRETATIONS

A. The Engineer is the City of Pittsburg, Kansas. Their address is: 201 West 4th Street, Pittsburg, Kansas 66762, telephone 620-231-4170 or gregh@pittks.org.
Contact Name: Greg Hardister, Engineering Supervisor.

B. The Contract Documents contain the provisions required for the construction of the Project. All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing at least 7 calendar days prior to opening of Bids. Replies will be issued by addenda mailed or delivered to all parties recorded by Engineer as having the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Information obtained from an office, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

1.6 BID SECURITY

A. Bid Security shall be made payable to Owner, in an amount of five percent of the Bidder's maximum Bid price (including alternates) and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirement of Article 5 of the General Conditions. All forms of Bid Security must be delivered in original form. Facsimile transmission of Bid Security documents will not be accepted.

B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 14 days of the award of contract, Owner may annul the award and the Bid Security of that bidder will be forfeited to the Owner.

C. The Bid Security of any Bidder may be retained by Owner until the seventh day after the "Effective date of the Agreement" (which term is defined in the General Conditions) or the ninety-first day after the Bid opening, whichever is earliest. Bid Security of other Bidders will be returned within seven days of the Bid opening.

1.7 CONTRACT TIME

A. The number of days within which or the date by which the Work is to be completed (the Contract Time) is set forth in the Agreement.

1.8 LIQUIDATED DAMAGES

A. Provisions for liquidated damages, if any, are set forth in the Agreement.

1.9 SUBSTITUTE MATERIAL AND EQUIPMENT

A. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "Effective date of the Agreement". When manufacturer's names are used in the specifications or plans, they are used to establish a standard. Should a bidder or manufacturer wish to incorporate brands or products other than those named in the specifications or plans, a written request for substitution shall be submitted to the Project Engineer a minimum of ten (10) calendar days prior to the date of the bid or proposal is due. Approved substitutions will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in Article 6.05 of the General Conditions, and applicable Supplementary Conditions.

1.10 SUBCONTRACTORS, ETC.

A. The Owner requires the identity of certain subcontractors and a report of previous experience to be submitted with the BID. Use the form provided and attach to BID.

B. If Owner or Engineer after due investigation has reasonable objection to any person or organization, either Owner or Engineer may before giving the award of contract, request the apparent Successful Bidder to submit an acceptable Substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the award of contract, will be deemed acceptable to Owner and Engineer.

C. No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

D. The amount of the Work performed by Subcontractors in aggregate shall not exceed fifty (50) percent of the Total Bid. A contract will not be awarded to a bidder not in compliance with this requirement.

1.11 BID FORM

A. The Bid Form is included in this Project Manual; additional copies may be obtained from the office designated in the Invitation to Bid.

B. Bid Forms must be completed in ink or by typewriter.

C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

D. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

E. All names must be typed or printed below the signature.

F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

G. The address to which communications regarding the Bid are to be directed must be shown, if different than that required above.

1.12 SUBMISSION OF BIDS

A. Bids must be submitted on a duly executed copy of the Bid Form or the original bound copy. Bids received by facsimile transmission are unacceptable, unless specifically designated otherwise, and will be rejected.

B. Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids received after the closing time indicated in the Advertisement for Bids will be rejected and returned unopened.

C. Bids will not be accepted from any Contractor who is on the Owner's "List of Suspended Contractors" as of the date of the Opening of Bids. Bids received from suspended Contractors will automatically be rejected and returned unopened.

1.13 CERTIFICATION OF BIDDER

Each bidder further certifies and agrees that, to the best of its knowledge and belief, it and/or its principals:

A. Are in compliance with, and eligible to participate in this project pursuant to 40 CFR Sec. 32, Part C;

B. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation by any department or agency of the federal government, or otherwise listed in the Excluded Parties List of the federal government;

C. Have not within a three (3) year period preceding this bid been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any offenses enumerated in sub-paragraph C. above;

E. Have not within a three (3) year period preceding this bid had one or more public transactions (federal, state, or local) terminated for cause or default; and

F. Will require each subcontractor or other lower tier party with whom it contracts on this project to comply with the certifications of this paragraph, 1.13.

1.14 REQUIRED CONTRACT PROVISIONS

A. Bidders on this work, including subcontractors or vendors, will be required to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et. seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et. seq.).

B. The BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTARY CONDITIONS, if any.

1.15 MODIFICATION AND WITHDRAWAL OF BIDS

A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the closing time for receipt of Bids.

B. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, Owner may, at its sole discretion, allow that bidder to withdraw his Bid and the Bid Security will be returned.

1.16 OPENING OF BID

A. Bids will be opened publicly and read aloud.

1.17 BIDS TO REMAIN OPEN

A. All Bids shall remain open for sixty (60) days after the day of the bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

1.18 AWARD OF CONTRACT

A. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder within the nonconforming, nonresponsive or conditional Bids. Discrepancies in the indicated multiplication of unit prices and quantities shall be resolved in favor of the correct multiplication based on the unit prices indicated. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

B. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid forms.

C. Owner may consider the qualifications, experience and financial ability of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Conditions. Operating costs, maintenance

considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

E. If the contract is to be awarded it will be awarded to the lowest responsive, responsible Bidder. A conditional or qualified BID will not be accepted.

F. The Owner reserves the right to award the bid based upon the evaluation of the base bids only, OR based upon evaluation of the base bid plus any combination of and in any order of Alternates to be authorized by the Owner.

1.19 PERFORMANCE AND OTHER BONDS

A. The General Conditions and/or the Agreement set forth Owner's requirements as to performance and other Bonds. When the successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

B. Attorneys-in-fact who sign BID BONDS, performance BONDS, payment BONDS and statutory BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

1.20 SIGNING OF AGREEMENT

A. When Owner notifies the Successful Bidder of the award of contract, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents.

B. Within fourteen days thereafter Contractor shall sign and deliver all counterparts of the Agreement to Owner with all other Contract Documents attached. The Contractor shall also submit certificates of insurance and an estimated construction schedule in accordance with the General Conditions with the executed Agreement.

C. Within ten days thereafter Owner will deliver one fully signed counterpart of the Agreement and all other Contract Documents to Contractor.

1.21 SALES TAXES

A. Projects financed by the Owner are exempt from the payment of the Kansas State Sales Tax or Compensating Use Tax. Bidders should not include these taxes in the unit prices

bid for materials to be incorporated into the work for these projects. The Owner will supply an Exemption Certificate to the Contractor upon Award of Contract.

1.22 STATE REGISTRATION OF OUT-OF-STATE CONTRACTORS

A. Bidders are advised that K.S.A. 79-1008, 79-1009 requires the registration of out-of-state contractors with the Director of Revenue for collection of tax.

END OF SECTION

SECTION 00 41 45
BID FORM

PROJECT: CONCRETE REPAIR 2018
4th Street (Broadway to Grand)
Rouse Street (Quincy to 4th Street)
Rouse Street (4th Street to Atkinson Road)

BIDDER:_____

This Bid is submitted to: The City of Pittsburg, Kansas

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

   Date Number

   (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph 4.02.1 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (b) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

(f) BIDDER has correlated the results of such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) BIDDER agrees to waive any claim it has or may have against the OWNER, the ENGINEER, and respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

(i) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the OWNER.

4. BIDDER shall complete the Work for the following price(s):

*906 SQUARE YARDS CONCRETE REPAIR ON:
EAST 4TH STREET (BROADWAY TO GRAND), ROUSE STREET (QUINCY TO 4TH STREET AND ROUSE STREET (4TH STREET TO ATKINSON ROAD)

Item No.	Description	Unit	Approx. Quantities	Unit Price in Figures	Total Cost in Figures
1	Mobilization	L.S.	1	$	$
2	Traffic Control	L.S.	1	$	$
3	Concrete Repair (Full Depth)	S.Y.	906	$	$

TOTAL BID (USE FIGURES) $_____

TOTAL BID (USE WORDS) $_____

5. BIDDER agrees that the Work:

(a) will be substantially complete and completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

(b) BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of _____.

   (b) A tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid.

   (c) Required BIDDER's Qualification Statement with supporting data.

   (d) (Add other documents as pertinent.)

7. Communications concerning this Bid shall be addressed to:

_____

_____

_____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 _____.

IF BIDDER IS:

An Individual

By _____(SEAL)
(Individual's Name)

doing business as _____

Business address:_____

_____

Phone No: _____

A Partnership

By _____(SEAL)
(Firm Name)

_____
(General Partner)

Business address: _____

_____

Phone No: _____

A Corporation, Limited Liability Company, or similar entity.

By _____
(Entity name)

_____
(State of Organization or Incorporation)

By _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal, if applicable)

Attest _____
(Secretary)

Business address: _____

_____

Phone No: _____

A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

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

END OF SECTION

SECTION 00 41 55
SUPPLEMENT TO BID FORMS

1. BIDDERS QUALIFICATIONS AND SUBCONTRACTING

To evaluate the Bidders qualifications for acceptance on this project, the Owner requests the following.

a. Previous Experience (Projects of similar construction detail)

Location	Year	Type	Mat'l Type & Size	Approx. bid

b. List of Subcontractors that shall be used on this Project.

Name	Type of Work

This report is an integral part of the proposal and must be submitted with Bid.

Date _____, 20_____.

By _____

Title _____

END OF SECTION

SECTION 00 43 13 - BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, Kansas 66762

BID
Bid Due Date: May 1st, 2018
Description: Concrete Repair 2018

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____ $ _____
(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

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

---

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

SECTION 00 51 00 - NOTICE OF AWARD

Date:_____

Project: Concrete Repair 2018	
Owner: City of Pittsburg, Kansas	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address:	

You are notified that your Bid dated May 1st, 2018 for the above Contract has been considered.

You are the Successful Bidder and are awarded a Contract for the Concrete Repair 2018 Project – East 4th Street (Broadway to Grand); Rouse Street (Quincy to 4th Street; and, Rouse Street (4th Street to Atkinson Road).

The Contract Price of your Contract is _____ Dollars ($_____).

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

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

You must comply with the following conditions precedent within 14 days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders, General, and Supplementary Conditions.
    a. Deliver with the executed Contract Documents the Certificates of Insurance as specified in the General Conditions and Supplementary Conditions.
    b. Deliver with the executed Contract Documents proof of filing of Statutory Bond with Clerk of the District Court.

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

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

THE CITY OF PITTSBURG, KANSAS
Owner

By:_____
Cameron Alden
Authorized Signature

Director of Public Works/City Engineer
Title

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — AGC — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

P/E National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (EJCDC C-200, 2007 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Narrative Guide to the 2007 EJCDC Construction Documents (EJCDC C-001, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION 00 52 00
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Pittsburg, Kansas ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

906 SY Full Depth Concrete Repair

ARTICLE 2 – THE PROJECT

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

Concrete Repair 2018 – East 4th Street (Broadway to Grand); Rouse Street (Quincy to 4th Street); and Rouse Street (4th Street to Atkinson Road).

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by The City of Pittsburg, Kansas. (Engineer), 201 West 4th Street, Pittsburg, KS, 66762 (address), 620-231-4170 (telephone),which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $ 500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $ 500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

    a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

    b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 110 percent of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages 00 61 13-1 to 00 61 13-3, inclusive).

3. Payment bond (pages 00 61 14-1 to 00 61 14-3, inclusive).

4. Statutory Bond (Kansas) (pages 00 61 15-1 to 00 61 15-2, inclusive).

5. General Conditions (pages 00 72 00-1 to 00 72 00-62, inclusive). (EJCDC C-700, 2007)

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-10, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisted of Sheet Nos. 1 to__for a total of _ drawings.

9. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 1 to 6, inclusive).

   b. Supplement to Bid Form (Section 00 41 55).

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (page 00 55 00-1, inclusive).

    b. Work Change Directives.

    c. Change Orders.

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:	CONTRACTOR
City of Pittsburg	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices: 201 West 4th Street	Address for giving notices:
Pittsburg, KS 66762	
	License No.:
	(Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	Agent for service of process in Kansas:

END OF SECTION

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION 00 55 00 - NOTICE TO PROCEED

Date:_____

Project: Concrete Repair 2018	
Owner: City of Pittsburg, Kansas	Owner's Contract No.:
Contract:	Engineer's Project No.:
Contractor:	
Contractor's Address:	

You are notified that the Contract Times under the above Contract will commence to run on _____, 2018. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, 2018, and the date of readiness for final payment is _____, 2018 [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

The City of Pittsburg, Kansas
Owner
Given by:

_____
Authorized Signature – Cameron Alden

Director of Public Works/City Engineer
Title

_____
Date

SECTION 00 61 13

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):
City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, Kansas 66762

CONTRACT
Effective Date of Agreement:
Amount: $
Description: Concrete Repair 2018

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount: $
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

_____ (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

END OF SECTION

SECTION 00 61 14

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):
City of Pittsburg, Kansas
201 West 4th Street
Pittsburg, Kansas 66762

CONTRACT
Effective Date of Agreement:
Amount: $
Description: Concrete Repair 2018

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount: $
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

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

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

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

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related

subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

END OF SECTION

SECTION 00 61 15
STATUTORY BOND

KSA (1999 Supp.) 60-1111

KNOW ALL MEN BY THESE PRESENTS, That we _____

as Contractor, and _____ with General Offices in the City

of _____, a Corporation organized under the laws of the State of

_____ and authorized to transact business in the State of Kansas, as surety,

are held and firmly bound unto the STATE OF KANSAS, in the penal sum of _____ _____Dollars ($_____) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the date of _____, entered into contract with the City of Pittsburg, Kansas for furnishing all tools, equipment, grade stakes, materials and supplies, performing all labor, and constructing public improvements described in the said Contract, all in accordance with specifications and other contract documents on file in the office of the City Clerk, 201 West 4th Street, Pittsburg, KS 66762.

NOW THEREFORE, if the said Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, used or consumed in connection with, or in or about the construction or making of, the CONCRETE REPAIR 2018, including gasoline, lubricating oils, fuel, oil, greases, coal and similar items used or consumed directly in furtherance of such public improvement, this obligation shall be void; otherwise it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 specifications.

The said Surety further agrees that any person to whom there is due any sum for labor or material furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness: PROVIDED, that no action shall be brought on said bond after six months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do at

_____

on the date of_____.

_____
CONTRACTOR

By_____(SEAL)

_____
Official Title

_____
SURETY COMPANY

By_____
Attorney-in Fact

By_____
State Representative

1. Do Not Date

2. (Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond).

3. Provide extra copy to be filed by Contractor with Clerk of District Court.

END OF SECTION

SECTION 00 65 16 - Certificate of Substantial Completion

Project: Concrete Repair 2018	
Owner: City of Pittsburg, Kansas	Owner's Contract No.:
Contractor:	Engineer's Project No.:

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

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

END OF SECTION

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SECTION 00 72 00
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

_____

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

V10.1 Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 9
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 11
4.01 Availability of Lands 11
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 12
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 17
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 19
5.06 Property Insurance 19
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.09 Acceptance of Bonds and Insurance; Option to Replace 21
5.10 Partial Utilization, Acknowledgment of Property Insurer 22

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 27
6.08 Permits 27
6.09 Laws and Regulations 28
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 31
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 33
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 35
7.01 Related Work at Site 35
7.02 Coordination 35
7.03 Legal Relationships 36

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 37
8.08 Inspections, Tests, and Approvals 37
8.09 Limitations on Owner's Responsibilities 37
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.02 Visits to Site 37
9.03 Project Representative 38
9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 39
9.07 Determinations for Unit Price Work 39
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 41
10.03 Execution of Change Orders 41
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 45
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 46
12.01 Change of Contract Price 46
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 49
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 50
13.06 Correction or Removal of Defective Work 50
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 52

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 55
14.04 Substantial Completion 55
14.05 Partial Utilization 56
14.06 Final Inspection 57
14.07 Final Payment 57
14.08 Final Completion Delayed 58

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

14.09 Waiver of Claims 58

Article 15 – Suspension of Work and Termination 59
15.01 Owner May Suspend Work 59
15.02 Owner May Terminate for Cause 59
15.03 Owner May Terminate For Convenience 60
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 61
16.01 Methods and Procedures 61

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 62
17.03 Cumulative Remedies 62
17.04 Survival of Obligations 62
17.05 Controlling Law 62
17.06 Headings 62

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

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

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

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

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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

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

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

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

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

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

a. does not conform to the Contract Documents; or

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

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

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

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

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

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

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

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

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

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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

B. *Resolving Discrepancies:*

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

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

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

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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

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

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

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

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

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

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

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

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

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

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

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

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

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

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

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

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

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

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

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

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

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

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

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

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

6.21 *Delegation of Professional Design Services*

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

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

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

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

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

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

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

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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

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

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

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

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

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

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

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

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.03 *Tests and Inspections*

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

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

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

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

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. repair such defective land or areas; or

2. correct such defective Work; or

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

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

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

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

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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

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

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

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

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

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

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

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

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

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

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

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

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

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

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

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

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

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

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

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

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

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner 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 Paragraph 5.01, 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 Contractor to Engineer with the Application for 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.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

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

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

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

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

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

1. 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

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

END OF SECTION

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION 00 73 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

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

SC-2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and insert the following in its place:

A. Owner shall furnish to Contractor up to 6 printed or hard copies of the Drawings and Project Manual and one set in Adobe (pdf) format. Additional copies will be furnished upon request at the cost of reproduction.

SC-3.01 Add the following new paragraph immediately after Paragraph 3.01.C:

SC-3.01.D In the event there is a discrepancy between components of the Project Manual, the order of precedence shall be as follows:

Addenda, Supplementary General Conditions, Information for Bidders, General Conditions, Technical Provisions.

SC-4.02 Subsurface and Physical Conditions

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.06 Hazardous Environmental Conditions

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

SC-5.03 Delete Paragraph 5.03 in its entirety. No replacement text will be substituted.

SC-5.04 Contractor's Liability Insurance

Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a.	State:	Statutory
b.	Applicable Federal (e.g., Longshoreman's):	Statutory

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate	$1,000,000
b.	Products - Completed Operations Aggregate	$2,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

□	General Aggregate	$2,000,000
□	Each Occurrence	$1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

Combined Single Limit of $1 million per occurrence, $2 million aggregate

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	Bodily Injury:	
	Each person	$1,000,000
	Each Accident	$1,000,000
b.	Property Damage:	
	Each Accident	$1,000,000
	Annual Aggregate	$2,000,000

SC-5.06 Property Insurance: Delete Paragraph 5.06.A in its entirety and insert the following in its place:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup;

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice

to each other loss payee to whom a certificate of insurance has been issued; and

8. comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-6.02 Labor, Working Hours

Amend the second sentence of Paragraph 6.02.B to read as follows: At the pre-construction conference, Contractor shall identify regular working hours for the project, as well as the anticipated schedule of work for Saturdays, Sundays, and/or legal holidays.

SC-6.06 Concerning Subcontractors, Suppliers, and Others

Add a new paragraph immediately after Paragraph 6.06.G:

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

SC-6.10 Taxes

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Kansas and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work within ten days of the date of the Agreement.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.02 Coordination

Delete Paragraph 7.02.A in its entirety and insert the following in its place:

A. If Owner intends to contract with others for performance of other work on the project at the site, areas of authority and responsibility will be set forth on the Drawings.

SC-9.03 Project Representative

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

   a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s authorized representative, assist in providing information regarding the intent of the Contract Documents.

   b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

5. Shop Drawings and Samples:

   a. Record date of receipt of Samples and approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. Modifications: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. Inspections, Tests, and System Startups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. Records:

a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

b. Maintain records for use in preparing Project documentation.

10. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

    a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

    b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

END OF SECTION

SECTION 01 10 00
SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Specification and drawing conventions.
3. Schedule of Work.

1.2 PROJECT INFORMATION

A. Project Identification: As indicated on the cover sheet of the Project Manual.

B. Owner: As indicated in the Instructions to Bidders.

C. Engineer: As indicated in the Advertisement for Bidders.

1.3 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as shown on Drawings.

END OF SECTION

SECTION 01 22 00
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for measurement and payment of all bid items indicated on the bid form.

1.2 PROCEDURES

A. The total bid for each section of the contract shall cover all work shown on the drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies, and appurtenances; providing all construction plant, equipment, tools, and incidentals; and performing of all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Bid Form. No item that is required by the Contract Documents for the proper and successful completion of the work will be paid for outside of or in addition to the prices submitted in the Proposal. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the Bid Form.

B. All incidental, subsidiary and miscellaneous items of work essential to completion of the project in a satisfactory manner shall be done at no additional cost to the Owner. Some, but not all, of the items that shall be considered incidental or subsidiary are as follows:

1. The support, protection and maintenance of existing utilities such as power and telephone poles, sanitary sewers, manholes, storm drains and other such items that are to be maintained in place, before, during, and after construction of the proposed improvements.
2. Removal of structures or obstructions required to complete the work as indicated on the drawing.
3. Relocation of existing utilities where indicated on the drawings.
4. Traffic control.
5. Acquisition of additional working space and/or easements.
6. Other items as noted in these specifications or on the drawings.

1.3 BID ITEM MEASUREMENT/PAYMENT

ITEM NO. 1 - MOBILIZATION.

This item pertains to the Contractor's efforts to transport and set up on site personnel, equipment, supplies and incidentals, and to other work and operations which must be performed, or costs incurred prior to beginning actual work on the various items in the contract. Payment for this item shall be made on the first payment estimate.

ITEM NO. 2 - TRAFFIC CONTROL.

The Lump Sum Price Bid for this item shall cover all work and materials required for the proper installation and maintenance of the traffic control devices depicted on the drawings or as otherwise required. One half of the Lump Sum Price Bid will be paid upon installation of the traffic control devices. The remainder will be paid upon completion of the satisfactory maintenance and removal of all traffic control devices on the final estimate.

ITEM NO. 3 – CONCRETE PAVEMENT REPAIR (FULL DEPTH)

Payment for these items will be made at the respective Unit Price Bid on the basis of the square yards of each constructed and accepted. Measurements will be made to the nearest 0.1 foot with payment made to the nearest 0.1 square yard.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 01 29 00
PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

B. Application for Payment Forms: Use form provided by the Engineer as form for Applications for Payment.

C. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

D. Transmittal: Submit three signed original copies of each Application for Payment to Engineer.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
2. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).

4. Products list (preliminary if not final).
5. Submittal schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.

F. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

G. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
6. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General coordination procedures.
2. Coordination drawings.
3. Requests for Information (RFIs).
4. Project meetings.

1.2 DEFINITIONS

A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Prior to beginning construction, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list telephone numbers, and e-mail addresses for each person listed. Provide names and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. Post at project site. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.

4. Name of Contractor.
5. Name of Engineer.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: RFI shall be submitted on a form acceptable to Engineer.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.
2. Form shall include space for response by the Engineer.

D. Engineer’s Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer’s response for each RFI. RFIs received by Engineer after 12:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer’s action may include a request for additional information, in which case Engineer’s time for response will date from time of receipt of additional information.
3. Engineer’s action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 3 days of receipt of the RFI response.

1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated. Contractor is responsible for the preparation of the agenda and meeting minutes associated with each project meeting unless otherwise indicated by the Engineer.

1. Invitees: Engineer, Owner, the Superintendent, one person representing Contractor's office management and all subcontractors.
2. Notification: Inform participants and others involved, and individuals whose presence is required, or date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
3. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
4. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, within three days of the meeting.

B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than 15 days after execution of the Agreement.

1. Invitees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Project Contacts

1) Owner's Representative
2) Contractor's Superintendent
3) Subcontractors
4) Construction Staking
5) Resident Inspector
6) Project Engineer
7) Permits
8) Testing
9) Safety
10) Security
11) Traffic Control

b. Coordination

1) Subcontractors and Construction Staking
2) Utilities

3) List of Emergency Numbers and Contact Persons
4) Other Contractors
5) Owner's Use of Building(s)/Site
6) Permits
7) Safety
8) Security
9) Traffic Control

c. Contract Documents

1) Contract Status
2) Notice to Proceed
3) Additional Sets for Contractor and Others
4) Sales Tax Exemption Status
5) Other

d. Contract Administration

1) Owner – Engineer – Contractor Relationships

a) Owner – Engineer – Contractor Relationships
b) Lines of Communications
c) DBE Participation/Grant Requirements/Documentation
d) Issue Resolution

2) Construction Progress Schedule
3) Substantial Completion - Date
4) Final Acceptance – Date
5) Liquidated Damages (Substantial Completion)
6) Liquidated Damages (Final Completion)
7) Request for Information
8) Request for Material Substitution
9) Extra Work Claims
10) Change Orders – Procedure and Form
11) Partial Payments

a) Frequency
b) Procedure and Form
c) Payment Schedule
d) Materials Stored
e) Retainage

e. Quality Control and Submittals

1) Shop Drawings

2) Material Submittals
3) Mix Designs
4) List of Material Suppliers

f. Special Considerations

1) Staging area
2) Waste Sites
3) Discussion of Construction
4) Site Access/Haul Routes
5) Contractor Parking
6) Construction Phase/Sequence
7) Contractor's Working Hours
8) Safety
9) Traffic Control
10) Sediment/Erosion Control
11) Miscellaneous

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Conduct progress meetings at monthly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.

2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Access.
6) Site utilization.
7) Environmental permit compliance.
8) Sediment and Erosion Control.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Startup construction schedule.
2. Contractor's construction schedule.
3. Construction schedule updating reports.
4. Daily construction reports.

1.2 INFORMATION ONLY SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Startup construction schedule.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Special Reports: Submit at time of unusual event.

1.3 COORDINATION

A. Coordinate Contractor's construction schedule with the drawings, schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early or late completion date, unless specifically authorized by Change Order.

B. Activities: Outline a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define duration anticipated for each activity, unless specifically defined in the drawings or Project Manual.
2. Procurement Activities: Include procurement process activities for the long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times as outlined in Division 01. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Allow time for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.

4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

F. Recovery Schedule: When periodic update indicates the Work is behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished. Changes to working hours and working days shall be approved in writing by the Owner and/or Engineer prior to implementation by the Contractor.

2.2 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Work Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

2.3 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer/Owner, separate contractors, testing and inspecting agencies, and other parties identified for coordination with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Information Only Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Engineer's Digital Data Files: Electronic digital data files of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows:

1. Time for review shall commence on Engineer's receipt of submittal.
2. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
3. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
4. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Contractor shall generate a separate email for each submittal. Each email shall contain only 1 pdf document.
2. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
3. Name file with submittal number or other unique identifier, including revision identifier.
4. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
5. Transmittal Form for Electronic Submittals shall contain the following information:

    a. Project name.
    b. Date.
    c. Name and address of Engineer.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Related physical samples submitted directly.
    j. Indication of full or partial submittal.

E. Paper and/or Material Submittals:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.

3. Transmittal Form for Paper/Material Submittals shall contain the following information:

    a. Project name.
    b. Date.
    c. Name and address of Engineer.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Names of subcontractor, manufacturer, and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Related physical samples submitted directly.
    j. Indication of full or partial submittal.

F. Options: Identify options requiring selection by Engineer.

G. Deviations and Additional Information: Contractor shall provide, in writing, a record of relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

I. Distribution: Contractor shall furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

    a. Engineer will return review comments as an electronic Project record document file.

b. Product samples shall be delivered directly to the Engineer's mailing address.

B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Identification of products.
b. Schedules.
c. Compliance with specified standards.
d. Notation of coordination requirements.
e. Notation of dimensions established by field measurement.
f. Relationship and attachment to adjoining construction clearly indicated.
g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 22 by 34 inches.

3. Submit Shop Drawings as a PDF electronic file.

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

a. Description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of applicable Specification Section.
e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

D. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

E. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

F. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

G. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

H. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

I. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Information Only Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

END OF SECTION

SECTION 01 71 23
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. Installation of the Work.

1.2 QUALITY ASSURANCE

A. Surveying/Engineering Firm Qualifications: A surveying or engineering firm that is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing construction staking/layout services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and/or Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines,

services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents submit a Request for Information to Engineer according to requirements in Division 01.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey, horizontal control points and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.

B. General: Engage a qualified engineering or surveying firm to lay out the Work using accepted surveying practices.

1. Establish benchmarks and horizontal control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Set alignment offset stakes, as required.
5. Set intermediate elevation hubs, as required.
6. Set offset hubs for structures/foundations, as required.
7. Set batter boards for trench installation, as required.
8. Set stringlines as required.
9. Check the location, level and plumb, of every major element as the Work progresses.
10. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
11. Collect location and elevation data for underground features prior to backfill for record drawing documentation.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

F. Provide field notes of construction survey to Engineer.

3.4 FIELD ENGINEERING

A. Identification: Benchmarks, control points and property corners are as indicated on the drawings.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Work performed under this section consists of cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for structures and pavements in locations or, over the areas as shown on the Drawings in conformance with the dimensions, lines, grades, thicknesses, and typical sections shown on the Drawings or established by the Engineer.

1.2 DEFINITIONS

A. The following are industry abbreviations.

1. ASTM: American Society of Testing and Materials
2. AASHTO: American Association of State Highway and Transportation Officials
3. ACI: American Concrete Institute
4. CRSI: Concrete Reinforcing Steel Institute
5. RPR: Resident Project Representative

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

1.4 INFORMATION SUBMITTALS

A. Material certificates, test reports or manufacturer data sheets showing that the materials or products being supplied comply with these specifications. At a minimum these shall include:

1. Portland cement and other cementitious materials
2. Flyash
3. Aggregate
4. Metal reinforcement and accessories
5. Fiber reinforcement
6. Waterstops
7. Admixtures
8. Concrete embedments
9. Anchor bolts

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment and certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

B. Waterstop: Store waterstop under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.1 CEMENTITIOUS MATERIALS:

A. Portland Cement: ASTM C 150, Type I or Type II.

B. Fly Ash : ASTM C 618, Class F or C

2.2 AGGREGATES

A. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, well graded. Provide aggregates from a single source.

1. Coarse Aggregate: ASTM C 33, Size #67 gradation or approved alternate (See Table I). The nominal maximum size of the coarse aggregates shall not be larger than one-fifth of the narrowest dimension between sides of forms, one-third the depth of slabs, nor three-fourths of the minimum clear distance between reinforcing bars or between bars and forms, whichever is least.

TABLE I					
Sieve Size	1	3/4	3/8	4	8
% Retained	0	0-10	45-80	90-100	95-100

2. Fine Aggregate: Fine aggregate shall consist of clean, hard, durable, uncoated siliceous or calcareous particles and free of materials with deleterious reactivity to alkali in cement within the limits shown in Table II. The Fineness Modulus (F.M.) of the fine aggregate furnished shall be not less than 2.5 nor more than 3.4 when determined by using a sieve series consisting of the No. 4, 8, 16, 30, 50 and 100 sizes. After acceptance of a gradation for use in the work the F.M. shall not vary more than + 0.2.

TABLE II							
Sieve Size	3/8	4	8	16	30	50	100
% Retained	0	0-5	0-20	15-50	40-75	70-90	90-99

3. Deleterious substances in aggregates shall not exceed the following percentages by weight when tested under the designated ASTM method.

TABLE III			
	Coarse	Fine	Test
Material Passing No. 200 Sieve	1.0	3.0	C117
Shale	0.5	0.5	C123
Soft Friable Pieces	0.5	0.5	C142
Sticks (wet)	0.1	0.1	
Coal	0.3	0.3	C123
Clay Lumps (wet, on No. 4 Sieve)	1.5	0.3	C142

4. The Fineness Modulus (F.M.) of the fine aggregate furnished shall not be less than 2.5 nor more than 3.4 when determined by using a sieve series consisting of the No. 4, 8, 15, 30, 50 and 100 sizes. After acceptance of a gradation for use in the work the F.M. shall not vary more than +0.2.
5. Stockpiles – Aggregates shall be stockpiled by building up free-draining horizontal layers not greater than 4 feet in thickness. Aggregates that have become mixed with earth or foreign material shall not be used. If the water

content in coarse aggregate is below that which the aggregate will absorb, such aggregate shall be wet down at least 12 hours in advance of the time the mix is to be batched.

6. Aggregate Tests

   a. General – All aggregates proposed by the Contractor for use in the work shall be certified by an approved Testing Laboratory as complying with the above requirements covering deleterious materials and gradation. In addition, unless waived by the Engineer, certified tests also shall be provided in accordance with Paragraphs (b) thru € below. All costs of testing shall be borne by the Contractor.
   b. Soundness – Coarse aggregate for concrete when tested for soundness with magnesium sulfate in accordance with ASTM Standard C88 shall have a total loss not greater than 18% by weight.
   c. Abrasion – The percentage of wear of the coarse aggregates by the Los Angeles Abrasion Test, ASTM C131, shall be less than 40%.
   d. Absorption – Coarse aggregate for concrete shall have an absorption limit of 4% or less, as determined by ASTM C127.
   e. Mortar Strength – Fine aggregates shall be of such quality that when made into a mortar and tested in accordance with ASTM C87 the mortar shall develop compressive strengths at 7 and 28 days of not less than 100 percent of that developed by the control mortar specified in C87.

2.3 ADMIXTURES

A. Admixtures are defined by these specifications as a material, other than portland cement, aggregate or water, added to concrete to modify its properties. The following admixtures shall be used when required and may be used when permitted.

   1. Air-Entraining Admixture: ASTM C 260.
   2. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

      a. Water-Reducing Admixture: ASTM C 494, Type A, F & G.
      b. Retarding Admixture: ASTM C 494, Type B & D.
      c. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
      d. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
      e. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
      f. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

2.4 WATER: ASTM C 94, Potable.

2.5 METAL REINFORCEMENT:

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Welded Steel Wire Fabric: ASTM A185. Fabric shall conform to the size and dimensions shown on the Drawings.

C. Epoxy-Coated Reinforcing Bars: ASTM A 615, Grade 60, deformed bars epoxy-coated. Epoxy coated reinforcement shall be used where shown on the Drawings.

D. Joint Dowel Bars: ASTM A615, Grade 40, of the diameter, length and style as shown on the Drawings.

E. Tie Bars: ASTM A 615, Grade 60, deformed, of the diameter, length and spacing as shown on the Drawings.

2.6 FIBER REINFORCEMENT:

A. Synthetic Micro-Fiber: Fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III. Fibers shall be ¾" in length.

2.7 MISCELLANEOUS ITEMS:

A. Waterstop: Extruded PVC material complying with all current requirements of Corps of Engineers Specification CRD-C-572. Waterstop profile, size and other requirements to be selected based upon intended use. All waterstops to be submitted for approval per these specifications.

B. Joint Sealing Compound shall be where shown on the Drawings. Refer to Section 32 13 13 for specific requirements.

2.8 FORMING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels constructed of plywood, metal, or other approved panel materials that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

F. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

G. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.

PART 3 - EXECUTION

3.1 PROPORTIONING

A. Concrete mixes are to meet the requirements of Table IV with mix proportions complying with ACI 211.

TABLE IV

Concrete Class[1]	Concrete Strength		Maximum Water/Cement Ratio	Air Entrainment (%)	Slump (in.)
	Compressive f'c (psi)	Flexural MR (psi)			
Class I					
Slabs & Walks	4000	500		5 +/- 1	2 to 5
Pavement	4000	650	.45	5 +/- 1	1 to 3
Curbs & Gutters	4000	650	.45	5 +/- 1	1 to 3
Structures & Walls	4000	n.a.	.45	5 +/- 1	2 to 5
Foundations	4000	n.a.	.45	5 +/- 1	2 to 5
Class II	3000	n.a.	n.a.	6 +/- 1	1 to 3

NOTES:

1) The Class of concrete to be used in the various parts of the work shall be as specified herein or as noted on the drawings. Where no specific class has been designated, Class I concrete shall be used.

B. Fly ash conforming to ASTM C 618, Class F or C may be used to replace a maximum of 20% of the cement.

C. Coarse Aggregates shall be no less than 50% of the total concrete aggregates by weight, except for Class III Mix.

D. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, ASTM C 1116 and ACI 304R, and furnish batch ticket information to the RPR or Contractors Site Superintendent.

E. Site batched and mixed concrete is not allowed by the provisions of this specification. Should the Contractor seek to utilize site prepared concrete, separate application for approval shall be submitted to the Engineer including, but not limited to, plans for batching facility, quality control, material handling, etc.

3.2 FORMS

A. Forms shall conform to the shape, lines and dimensions of the concrete as shown on the Drawings. Forms shall be provided for all vertical surfaces. The materials, design, and construction of formwork shall conform to the applicable portions of the American Concrete Institute Standard “Recommended Practice for Concrete Formwork” (ACI 347) and to these specifications.

B. The design of the formwork shall be the responsibility of the Contractor.

C. Forms shall be built true to line and shall be mortar-tight and sufficiently rigid to prevent displacement or bulging between supports. Bends, chamfers and other offsets shall be provided when the forms are built. Joints shall be kept to a minimum and framing shall solidly back all joints.

D. Before forms are placed, material to form exposed surfaces shall be oiled thoroughly. Forms for unexposed concrete may be oiled at the Contractor’s option. All forms not oiled shall be wetted immediately before placing concrete and points at which water has gathered within the forms shall be drained.

E. The removal of forms shall not be started until the concrete has attained the necessary strength to support its own weight and any construction loads. Forms shall not be removed before the expiration of 30 hours from any construction. Forms supported by false work shall not be removed until the concrete has attained its design strength.

3.3 REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

B. Prior to positioning, reinforcing steel shall be cleaned of all loose mill scale and rust or coatings which might prevent or reduce bond. Reinforcement shall be positioned accurately and secured against any displacement by using annealed iron wire ties or suitable clips and be supported by suitable metal supports, spacers or hangers. All reinforcing shall be in place and securely fastened before placing any concrete.

3.4 EPOXY-COATED REINFORCEMENT

A. In order to protect the coated reinforcement from damage, the Contractor shall use padded or nonmetallic slings and padded straps. Bundled bars shall be handled in a manner which will prevent excessive sagging of bars which will damage the coating. The bundled bars shall not be dropped or dragged and must be stored on wooden cribbing. If, in the opinion of the Engineer, the coated bars have been extensively damaged, the material will be rejected. The Contractor may propose for the approval of the Engineer, alternate precautionary measures.

B. The bars shall be fabricated and placed as shown on the Drawings and as specified. All bending should be done around nylon coated pins or wooden mandrels. The rate of bending may have to be reduced for some bar sizes to minimize cracking or disbonding of the coating. Any visible evidence of cracking or disbonding of the coating in the bent area of bars bent in accordance with the plan requirements may be patched with approval of the Engineer, except that a hairline crack, 0.003 inch or less, at the base of the deformation will not be cause for rejection nor will patching of these cracks be required. All patching shall be done promptly after bending. Bars shall not be shipped until patching material has lost all tackiness.

C. Plastic-coated tie wires approved by the Engineer shall be used in the assembly of the coated bars in the structure to protect them from physical damage.

D. Patching material shall be applied to all sheared ends and contact areas for hangers or couplers. Patching materials shall be applied to all damaged areas at the points of occurrence, such as the initial application, fabrication, destination or installation points with the following exception. Damaged areas of coating not more than 0.2 inch across at the widest point of exposed area of bare steel and occurring no more than six in any lineal foot of coated bar need not be repaired.

E. Areas to be patched shall be clean and free of surface contaminants. They shall be promptly treated in accordance with the resin manufacturer's recommendations and before detrimental oxidation occurs.

3.5 PLACING CONCRETE

A. Concrete placement to be in accordance with ACI 301, 304, 318 and 302.

B. In the case of special site conditions and/or when requested by the Engineer, the method selected by the Contractor to place the concrete shall be submitted for approval along with sufficient details and data to review the procedure.

C. Cold-Weather Placement: Comply with ACI 306 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40ºF for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

D. Hot-Weather Placement: Comply with ACI 305 and as follows:

1. Maintain concrete temperature below 90ºF at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.6 CURING OF CONCRETE

A. All concrete surfaces shall be protected to insure that loss of moisture from the surface is held to a minimum for a period of at least seven (7) days following initial set. Concrete damaged by improper curing shall be subject to removal and replacement as directed. The method of curing, regardless of type, will not relieve the Contractor of his responsibility to provide concrete having required strength and surface finish. Unless otherwise specified for a specific item of work, the prevention of the loss of moisture from the concrete surface shall be accomplished by one of the following methods:

1. Surface maintained continuously wet by sprinkling or inundation.
2. Covering with burlap mats kept continuously wet.
3. Covering surfaces with 4 mil polyethylene sheeting. Splices shall be made with a minimum lap of 4 inches and sealed with tape. Materials to be approved by the Engineer.

4. Application of a membrane curing compound approved by the Engineer

B. Forms left in place during the specified curing period shall be sprinkled and maintained moist as required to prevent rapid drying of the concrete;

C. Other methods of curing as may be approved by the Engineer.

3.7 CONTROL TESTS

A. All concrete and concrete materials used in the work shall be tested as directed by the Engineer. The Contractor shall provide material for all samples and test specimens required.

B. So long as the Contractor's work progresses in an orderly and reasonable manner the costs of field sample preparation and testing of all specimens will be borne by the Owner. Should the Contractor use methods or procedures that require unreasonable or excessive field testing to determine whether specification requirements are being met, or if field testing is performed with continued negative results that indicate the Contractor's methods or procedures are not adequate to provide the specified results, the Engineer shall notify the Contractor in writing that the costs of all additional testing beyond specific limits, which shall be set out in the written notice for the particular area or material in question, shall be the responsibility of the Contractor.

C. Control tests which will be conducted on a continuing basis include:

1. Slump Test: (ASTM-C143) as directed during concrete placement.
2. Yield Test: (ASTM-C138) as directed during concrete placement, generally once each day during concrete placement.
3. Compressive Strength: (ASTM-C39) two (2) test specimens plus (1) spare for each 50 cubic yards or less of each class of concrete placed during one day’s operation to be tested at 7 and 28 days. Test specimens to be prepared in accordance with ASTM-C3l.
4. Flexural Strength: (ASTM-C78) as directed during concrete placement, two (2) test specimens plus (1) spare for each day’s placement of more than 50 CY. Test specimens to be prepared in accordance with ASTM-C31.
5. Air Entrainment: (ASTM-C231) as directed during concrete placement, generally at least once each day during concrete placement.

3.8 DEFECTIVE CONCRETE

A. Deficient Strength: Where the results of strength tests indicate concrete which fails to conform to these specifications, additional test specimens shall be taken, in accordance with ASTM C42, from the questioned areas, as directed by the Engineer. If the strength indicated by these core samples meets the specification requirements the concrete will be accepted. In the event that the core tests fail to meet the specifications,

all concrete represented by the deficient test specimen shall be removed and replaced by the Contractor at no additional cost to the Owner. The cost of all coring and testing, including satisfactory patching of core holes, shall be borne by the Contractor.

B. Defective Area: Areas of concrete which are defective for reasons other than strength (i.e. Honeycombs, finish irregularities, misalignment of forms, etc.) shall be repaired by methods approved by the Engineer. When in the opinion of the Engineer satisfactory repairs cannot be made the defective concrete shall be removed and replaced by the Contractor at no additional cost to the Owner.

3.9 CONSTRUCTION

A. The Contractor shall ensure all pipe, pipe sleeves, reinforcing and other embedment's are properly set and placed prior to any concrete pours. Concrete items shall be constructed to the detailed thickness and to the lines and grade as shown on the Drawings.

B. After the specified curing period, the faces of all joints to be sealed shall be thoroughly cleaned, using compressed air, sweeping, brooming or other methods approved by the Engineer. The faces of the joint shall be dry after being thoroughly cleaned, and filled with joint sealing compound using a nozzle designed to completely fill the joint.

C. Joints shall be filled to within the top surface, but in no case shall they be overfilled. Upon completion of the joint sealing operations, all excess material and foreign material shall be removed from the concrete surface.

D. Finishing of Related Unformed Surface: Equipment or structure foundations, floor slabs and steps shall receive a troweled finish. Slabs to receive a coating shall have a finish as recommended by coating manufacturer.

E. All surfaces exposed to view which have been in contact with the forms shall receive a smooth rubbed finish in accordance with ACI 30. All air bubbles shall be filled flush with a bonding grout before final rubbing as specified above.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 – GENERAL

1.1 SUMMARY

A. Work performed under this section consists of construction of concrete pavements, over the areas as shown on the Drawings in conformance with the dimensions, lines, grades, thicknesses, and typical sections shown on the Drawings or established by the RPR. The term “concrete pavements” shall include street and parking lot paving, curb and gutter, sidewalks, driveways, valley gutters and other similar exposed, slab on grade construction.

1.2 DEFINITIONS

A. The following are industry abbreviations not defined elsewhere in this Specification.

1. ASTM: American Society of Testing and Materials
2. AASHTO: American Association of State Highway and Transportation Officials
3. RPR: Resident Project Representative

1.3 ACTION SUBMITTALS

A. Product Data:

1. As Per Division 03 Concrete.
2. Joint Sealing Material.
3. Expansion Joint Filler.
4. Concrete Curing Materials.

B. Construction methods:

1. Method of concrete placement.
2. Materials and Equipment for concrete placement.

PART 2 – PRODUCTS

A. Portland Cement Concrete as per Division 03 Concrete and the information provided on the Drawings. Concrete minimum 28-day compressive strength shall be 4000 psi, unless indicated otherwise on the Drawings.

B. Steel Reinforcement as Per Division 03 Concrete and the information provided on the Drawings.

C. Hot Joint Sealing Compound.

1. Provide a joint sealant that is a homogeneous blend of elastomers and other plasticizers and agents blended to result in a product that seals cracks in pavements from water intrusion.
2. The sealant must retain adhesion and flexibility during extremes of expansion and contraction of the crack through a temperature range of 0ºF to 140ºF. Heat and apply the material according to manufacturer's recommendations.

    a. Bond: When tested at -20ºF to 200% extension of 1/2 inch to 1-1/2 inch for 3 cycles, the material exhibits no cracking, separation, or other opening that at any point is greater than ¼ inch deep in the sealer or between the sealer and the mortar block. A minimum of 2 test specimens in a set of 3 representing a given sample must comply with this requirement.
    b. Flow: 5 mm maximum.
    c. Resilience: 50 – 80% recovery.
    d. Penetration: 0ºF, 150 grams, 5 seconds: 18 - 80

3. Provide material capable of a minimum 12-hour pot life at application temperature and of being re-heatable at least once (in a normal field application) without experiencing changes in application characteristics, polymer and oil separation, balling or other signs of gelling.
4. Package the material in pails or boxes clearly marked with recommended pouring temperature, maximum heating temperature, shelf life if appropriate, and batch number. The size of a batch, which is any well-defined quantity produced by essentially the same process during a designated amount or time (such as an 8-hour shift), must be a minimum of 10,000 lbs.
5. Lots from the same manufacturer may be commingled during application. Do not comingle materials from different manufacturers.

D. Cold Applied Chemically Cured Joint Sealant

1. Joint Sealant. Use either Type NS (Non Self-Leveling) or Type SL (Self-Leveling). Provide joint sealants that consist of a cold applied formulation that is self priming and compatible with Portland cement concrete. The sealants must comply with the applicable test requirements in ASTM D 5893. Acetic acid cure sealants will not be accepted.
2. Backer Rod. Furnish material that is resilient closed or open cell polyethylene foam rod as recommended by the manufacturer of the sealant. Provide a backer rod compatible with the sealant, with no bond or reaction occurring between the rod and the sealant.

E. Preformed Expansion Joint Filler

1. Provide material that complies with AASHTO M 213.
2. Asphalt Expansion Joints shall be composed of asphalt, vegetable fibers, and mineral fillers, formed under heat and pressure between two asphalt-saturated felt liners. Asphalt Expansion Joints shall conform to AASHTO M33 or ASTM D994, shall be 1/2" thick and weigh approximately 3 pounds per square foot, unless shown otherwise on the Drawings.

F. Liquid Membrane Curing Compound

1. Provide liquid membrane forming compound that complies with AASHTO M 148 for Type 1-D, clear or translucent with fugitive dye, or Type 2, white pigmented compound.
2. Type 2 white pigmented compound will be further classified into Type 2 (Wax Based) and Type 2 (Other). This is to allow specifying of wax based compound for certain applications where a bond breaker is desired. Either formulation base may be supplied except when wax based is specified.
3. Do not allow water-emulsion based material to freeze. Material that has been subjected to freezing temperatures will be rejected.

G. Fly Ash as Per Division 03 Concrete, Class C and D. The maximum substitution of Portland Cement with fly ash shall not exceed 15% by weight.

PART 3 – EXECUTION

3.1 GENERAL

A. Concrete pavement shall be constructed to the detailed thicknesses and to the lines and grades shown on the Drawings. Concrete shall be placed over moistened and unfrozen subgrade. The ambient temperature shall be at least 40 deg. F. and rising. If the ambient temperature exceeds 90 deg. F, the RPR has the authority to suspend operations until weather conditions improve. The subgrade shall be free of excessive moisture prior to concrete placement.

3.2 PREPARATION OF THE SUBGRADE

A. Before placing any surfacing material on any section, complete the ditches and drains along that section to effectively drain the surface to be paved.

B. Trim the base or subgrade to the line, grade and typical cross-section as shown in the Drawings. Maintain the subgrade or base to the as-constructed condition, repairing any encountered defects to the specifications.

C. Maintain the subgrade surface to readily drain at all times. Protect the subgrade from damage when handling materials, tools and equipment. Do not store or stockpile materials on the subgrade.

D. Do not place material or lay pavement on a frozen or muddy subgrade, or when it is raining or snowing.

E. Lightly spray the subgrade or base with water to obtain a thoroughly moistened condition when the concrete is deposited on it. Do not puddle water on the grade.

F. Do not deposit any material until the subgrade or base has been checked and approved by the RPR.

G. Subgrade Preparation shall be of the types and thicknesses as shown on the Drawings.

3.3 PLACING REINFORCEMENT.

A. Place pavement reinforcement at the locations shown in the Drawings. Use a sufficient number of approved metal bar supports or pins to hold all dowel bars and tie bars in proper position as required by the Drawings.

B. Longitudinal joint tie bars and dowel bars may be installed mechanically if approved by the RPR. The satisfactory placement of the bars depends on the ability of the Contractor's operation to place and maintain the bars in their true position. When satisfactory placement is not obtained by mechanical means, the RPR may require the tie bars and dowel bars be installed ahead of placing the concrete, and that they be securely held in their exact position by staking and tying.

C. Thoroughly coat each dowel with hard grease or other approved bond breaker as shown in the Contract Documents. The bond breaker coating shall not exceed 15 mils ± 5 mils in thickness when averaged over 3 points measured at the ¼ points on the bar at 90º intervals around the bar.

D. When reinforced concrete pavement is placed in 2 layers, strike off the entire width of the bottom layer to such length and depth that the sheet of fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. Place the reinforcement directly on the concrete, then place the top layer of concrete, strike it off and screed it. Remove any portion of the bottom layer of concrete that has been placed more than 30 minutes, and replace it with fresh mixed concrete at the Contractor's expense. When reinforced concrete is placed in 1 layer, the reinforcement may be positioned in advance of the concrete placement or it may be placed in the plastic concrete after initial spreading, by mechanical or vibratory means.

E. Place the wire mesh reinforcement in the pavement at the locations shown in the Drawings.

1. When two layers of wire mesh reinforcement are required, support the bottom layer in the required position with bar chairs. Use separators for the top layer if the strike-off cannot be used properly for the operation.
2. Lap the reinforcement as shown in the Drawings. Laps parallel to the centerline of the pavement are prohibited except for unusual width of pavement lanes or for irregular areas.

3. If the Drawings do not show dimensions for laps, the minimum lap either perpendicular or parallel to the centerline of the pavement is 6 inches.
4. Fasten or tie adjacent wire mesh sheets together to hold all parts of the wire mesh sheets in the same plane.

F. If a “wire pattern” appears on the surface of the fresh pavement, immediately modify placement procedures to eliminate the problem.

G. Use reinforcing steel free from detrimental materials that could impair the bond between the steel and concrete.

3.4 FIXED FORM PAVING

A. Forms.

1. Use straight, metal forms having adequate strength to support the proposed operations. Each section shall be a minimum of 10 feet in length. Use forms with a depth equal to the prescribed edge thickness of the concrete, a base width at least equal to the depth of the forms and without a horizontal joint.
2. Forms to be used as track for subgrade planers and finishing machines shall have a base width at least eight inches wide.
3. Use flexible or curved forms of proper radius for curves of 150 foot radius or less, except approved straight forms of 5 foot lengths may be used for curves of a radius from 75 to 150 foot. Flexible or curved forms must be approved by the RPR.
4. The RPR may approve the use of wood forms in areas requiring hand finishing.
5. Secure the forms in place to withstand the impact and vibration of the consolidating and finishing equipment without visible spring or settlement. Extend flange braces outward on the base a minimum of ⅔ the height of the form.
6. Remove forms with battered top surfaces or bent, twisted or broken forms. Do not use repaired forms until they have been inspected and approved by the RPR.
7. Do not use buildup forms, except where the total area of pavement of any specified thickness on the project is less the 2,000 square yards.
8. Do not vary the top face of the form from a true plane more than ⅛ inch in 10 feet, and do not vary the vertical face of the form by more than ¼ inch.
9. The forms shall contain provisions for locking the ends of abutting form sections together tightly, and for secure setting.

10. Provide a foundation under the forms that is compact and true to the specified grade so that the whole length of the form will be set firmly in contact with the grade.

B. Form Setting.

1. Set forms sufficiently in advance of the point where concrete is being placed so that line and grade may be checked.
2. After the forms have been correctly set, thoroughly tamp the grade mechanically at both the inside and outside edges of the base of the forms.
3. Stake forms into place with a minimum of 3 pins for each 10 feet section. Place a pin at each side of every joint.
4. Tightly lock form sections, free from play or movement in any direction.
5. Do not deviate the form from true line by more than ¼ inch at any point.
6. No excessive settlement or springing of forms under the finishing machine is permitted.
7. Clean and oil forms before the placing of concrete.

C. Grade and Alignment.

1. Check the alignment and grade elevations of the forms immediately before placing the concrete and make any necessary corrections. When any form has been disturbed or any grade has become unstable, reset and recheck the form.

D. Removing Forms.

1. Unless otherwise provided, do not remove forms from freshly placed concrete until it has set for a minimum of 12 hours, except auxiliary forms used temporarily in widened areas.
2. Remove forms carefully to avoid damage to the pavement.

3.5 SLIP FORM PAVING

A. Equipment

1. Use standard manufacture, slip form paving equipment capable of spreading, consolidating, screeding and float finishing freshly placed concrete in one pass. Use slip form equipment capable of producing a homogeneous pavement to the specified cross-section, profile and density.

2. Use slip form paving equipment that is automatically controlled (from a reference system) in regard to line and grade.
3. Use slip form paving equipment equipped with traveling side forms. The traveling side forms shall trail behind the paver a sufficient distance to prevent edge slump of the concrete pavement.
4. Use all the component parts recommended by the manufacturer of the slip form paving equipment.
5. If any unit of the paving train shall operate on adjacent pavement, protect the adjacent pavement.

B. Operations

1. Once the paving operation has started, provide adequate equipment and supply of materials to maintain continuous placement for any given working period. Keep all concrete conveying equipment clean.
2. Do not apply any tractive forces to the slip form paver, except that which is controlled from the machine.
3. Trim to grade the subgrade or surface of the base over which the tracks of the paver will travel. Do not disturb this surface with other equipment. If the equipment or method of operation requires the subbase to be wider than shown in the Drawings, place additional material to provide an adequate surface for the tracks of the paver.
4. Upon completion of the paving operations, remove or repair any base material damaged by the slip form paver's tracks. All necessary construction and removal of this additional base material is subsidiary to other items of the contract.
5. Operate the paver continuously, stopping only when absolutely necessary. If the forward motion of the paver is stopped, immediately stop the vibrator and tamping elements.
6. Deposit the concrete on the grade in successive batches to minimize re-handling. Place concrete over and against any joint assemblies so the joint assembly is retained in its correct position. Spread the concrete using approved mechanical spreaders to prevent segregation and separation of the materials.
7. After striking the concrete off with the spreader, leave sufficient concrete in place to allow the final shaping by the use of screeds, templates and pans, depending on make, model and type of machines approved for use in the paving train. Adjust the paving units to meet the required final cross-section, minimizing the need to carry back concrete to fill voids or depressions. Adjust each screed or template so a uniform roll of concrete extends the full length of the screed or template and allows just enough concrete to pass under the unit to properly feed the next machine. Do not

shove large volumes of concrete with the screed or template. Adjust the screed or template to maintain a uniform cross-section.

8. Use multiple spreaders for single and multiple lift operations. Place concrete ahead of the initial spreader strikeoff no more than 30 minutes ahead of the final spreader strikeoff.
9. The use of any paving machine in the paving train is contingent on its ability to finish the pavement satisfactorily to the required grade, section and specified degree of consolidation. The RPR may at any time require the adjustment, repair or replacement of the machine for unsatisfactory performance.
10. Correct any edge slump of the pavement in excess of ¼ inch, exclusive of edge rounding, before the concrete hardens. Excessive edge slumping will be sufficient reason to discontinue paving until machinery (or mix) is properly adjusted or removed from the project.
11. When the machine finishing has been completed, check the surface with a straightedge a minimum of 10 feet in length before texturing. Operate the straightedge parallel to the pavement centerline, starting at the center and progressing outward. Advance in successive stages of less than ½ the length of the straightedge. At the Contractor's option, this requirement may be eliminated when smoothness is to be determined by the profilograph.
12. If any unit of the paving train shall operate on adjacent pavement, protect the adjacent pavement.

3.6 CONSOLIDATION AND FINISHING

A. Perform hand spreading with shovels, not rakes. Do not allow workers to walk in the fresh concrete with boots or shoes coated with earth or foreign substance.

B. Do not apply moisture to the surface of the concrete pavement unless the RPR approves the use of additional water on the fresh concrete surface to lubricate the float of the longitudinal finisher. If unusual weather conditions require the addition of superficial water to the concrete surface, apply it only in the form of a fine, fog mist.

C. Consolidate and finish the concrete to the cross-section and elevation shown in the Drawings.

D. Use vibrators or other approved equipment to consolidate each layer of concrete, when placed in more than 1 lift, or full depth if placed in 1 lift. Uniformly vibrate the concrete across the full width and depth of the pavement so that the density of pavement concrete is a minimum of 98%

of the vibrated unit weight. The 98% density requirement may be eliminated on miscellaneous areas such as entrance pavement, median pavement and gore areas.

E. Vibrators, either of the surface type (pan or screed) or the immersion type (tube or spud) may be attached to the spreader, paver or finishing machine, or may be mounted on a separate carriage. Only operate the vibrators when the machine they are mounted on is moving forward. Do not operate hand vibrators more than 15 seconds, or less than 5 seconds in any one location unless approved otherwise by the RPR. Place vibrators in and withdraw from concrete vertically in a slow deliberate manner.

F. Additional requirements for vibrators for concrete pavement:

1. The frequency of vibration of surface, pan or screed vibrators shall be a minimum of 3,500 cycles per minute,
2. The frequency of vibration of immersion tube vibrators attached to the paving machine shall be a minimum of 5,000 cycles per minute; and
3. The frequency of vibration of immersion spud vibrators (both hand operated and gang mounted) shall be a minimum of 8,000 cycles per minute.

G. In addition, when epoxy coated reinforcing steel is involved use vibrators with heads of rubber or other resilient material. Rubber covers securely fastened over steel heads shall be acceptable. The requirement does not apply to dowel bars and tie bars for pavement. Maintain a uniform, continuous roll of concrete over the vibrators ahead of the strike-off. The height of the roll shall be approximately the same height as the thickness of the pavement being vibrated.

H. In order to obtain concrete consolidation in the vicinity of joint assemblies, the RPR may require that these areas be hand vibrated with an immersion spud vibrator.

I. On projects or areas within projects where the use of conventional equipment is impracticable, other consolidation and finishing equipment may be used with approval of the RPR.

3.7 TEXTURING

A. Provide a transverse or longitudinal tined finish where shown in the Drawings.

1. Use a burlap drag as soon as all excess moisture has disappeared and while the concrete is still plastic enough to make a granular surface possible.
2. Following the dragging operation, make a final finish or texture of the surface of the plastic pavement with grooving equipment with a metal comb that is capable of producing a uniform pattern of longitudinal grooves approximately 3/16 inch wide, spaced at ¾ inch centers and ⅛ to ¼ inch deep. Perform the operation at such time to minimize displacement of larger aggregate particles and before the surface permanently sets.

B. Unless otherwise noted in the Drawings, parking lot pavement, curb and gutters, sidewalks, driveways, valley gutters and other similar exposed, slab on grade construction shall receive a light broom finish.

C. Before final texturing, finish the exposed edge of the pavement to a radius of ¼ inch with an edger. Edge the interior longitudinal joints on multiple-lane pavement to a radius of ⅛ inch. Eliminate any tool marks appearing on the slab adjacent to the joints or edge of the slab. Do not disturb the rounding of the corner of the slab.

3.8 JOINTS

A. General:

1. Construct joints according to the Drawings. Failure to construct the joints in the best possible manner will be cause for suspension of work until the cause of the defective work is remedied.
2. If existing pavement of any type is required to abut with the new pavement, and the termination of the removal is not at an existing joint, make the new joint by sawing the existing pavement full depth with a diamond saw before removal.
3. The objective is to create or form a plane of weakness in the fresh concrete before uncontrolled or erratic cracking occurs. The following methods are acceptable:

    a. Use concrete saws to saw all contraction joints no wider than the initial saw cut and to a depth of D/3 ± ¼ inch. Extreme conditions could exist which make it impracticable to prevent erratic cracking by sawing the joints early. At the onset of the project, devise methods, with the approval of the RPR, to control this cracking.
    b. Make a “plastic concrete cut” straight and well defined so it can be sawed out by the saw crew. The “plastic concrete cut”

would replace the specified initial saw cut. Suggested procedures could be the use of a stiff metal parting strip, with or without handles that would be gently inserted in the fresh concrete and removed, thereby parting the interlocking coarse aggregate and providing a plane of weakness.

c. Cut the fresh concrete with a mason's trowel and straightedge from a worker's bridge. It is imperative that the "plastic concrete cut" joint and the second stage saw cut are in the same exact location.
d. At the Contractor's option, "early entry" saws may be used based on satisfactory performance and depth of cut recommended by the equipment manufacturer.
e. Procedures to control erratic cracking are not limited to these examples.

4. Edge any transverse joint requiring hand finishing and edging with a tool having a radius of ⅛ inch. Do not indent the surface of the pavement with the horizontal face of the edger.

B. Contraction Joints.

1. Install contraction joints of the type, dimensions and spacing shown in the Drawings.
2. Dowel Joints.

a. Stretch a stringline along the centerline of the joint, or otherwise adequately mark it to assure dowel bar joint assembly alignment.
b. Install the dowel bar joint assembly so the centerline of the assembly is perpendicular to the centerline of the slab, and the dowels lie parallel to the slab surface and slab centerline. Place concrete so it will not displace or disarrange the joint assembly. Mark the location of contraction joints to assure the joints are sawed in the proper location.

C. Longitudinal Joints.

1. Construct longitudinal joints according to the Drawings. When sawed joints are specified or used, provide approved guide lines or devices to cut the longitudinal joint on the true line as shown in the Drawings. Perform the sawing of longitudinal joints at a time that will prevent erratic or uncontrolled cracking. When "plastic concrete cut" methods are used, no sawing or widening of the joint will be required to make a sealant reservoir.

D. Construction Joints.

1. Make a butt construction joint perpendicular to the centerline of the pavement at the close of each day's work, or when the process of depositing concrete is stopped for a length of time sufficient for the concrete to take its initial set. Form this joint by using a clean header having a nominal thickness of 2 inches, and minimum cross-sectional area equal to pavement thickness by pavement width. Cut the header true to the crown of the finished pavement. Accurately set and hold it in place in a plane at right angles to centerline and perpendicular to the surface of the pavement.
2. Protect the top surface of the header with steel. Securely fasten a trapezoidal piece of metal or wood approximately 2 inches wide and a minimum of 1 inch in depth on the face of the header, along the center of the header to form a grooved or keyed joint.
3. With approval of the RPR, the Contractor may pave beyond the joint location a distance to maintain the line and grade. Saw the construction joint when the concrete has hardened. Drill holes for reinforcing tie bars and epoxy the bars in-place. Place fresh concrete against the previously placed concrete taking care to avoid injury to the edge. Vibrate the concrete to obtain an interlocking joint and prevent a honeycombed face of the joint. The additional concrete, removal of debris and other work created by this alternative is at the Contractor's expense.
4. Unless shown otherwise in the Drawings, do not place any construction joint within 5 feet of an expansion, contraction or other construction joint.

E. Isolation (Expansion) Joint Construction

1. Isolation joints shall be formed around fixed objects, structures, walks and where indicated in the Drawings.

F. Special Joint Construction.

1. Construct special joints as shown in the Drawings or as ordered by the RPR around drainage, utility and other structures located within the concrete pavement boundaries. Hold temporary forms securely in place during the concrete placement operation.

G. Joint Construction.

1. Construct all joints as shown in the Drawings. Repair or replace any curing medium damaged during joint construction. Construct joints as follows:

a. Induced Plane of Weakness. The first saw cut is a relief cut at the proper joint location, approximately ⅛ inch wide and to the full joint depth as shown in the Drawings (D/3 ± ¼ inch). Make the relief cut as soon as the concrete has hardened enough so that no excess raveling or spalling occurs, but before any random cracks develop. The sequence of the relief sawing is at the Contractor's option, provided all relief sawing is completed before random cracking develops. Use suitable guide lines or devices to cut the joint straight and in the correct location. Repair curing membrane damaged during sawing as directed by the RPR. Alternate methods to the first stage sawing as specified in this Section may also be used.

b. Reservoir Construction. Do not perform widening of the relief joints to full width until the concrete is a minimum of 48 hours old. Delay it longer if the sawing causes raveling of the concrete. If second stage sawing is performed before completion of the curing period, maintain the cure by use of curing tapes, plastic devices or other materials approved by the RPR. Center the joint groove over the relief cut, and saw it to the dimensions shown in the Drawings. Should any spalling of the sawed edges occur that would detrimentally affect the joint seal, patch it with an approved epoxy patching compound and allow it to harden before installing the joint material. Make each patch true to the intended neat lines of the finished cut joint.

H. Cleaning Joints.

1. Immediately clean freshly cut sawed joints by flushing with a jet of water under pressure and other necessary tools to remove the resulting slurry from the joint and immediate area.
2. To clean the joints, use air compressors equipped with suitable traps capable of removing all surplus water and oil from the compressed air. When contaminated air is found to exist, work will be stopped until suitable adjustments are made, and the air stream is found to be free of contaminants.
3. Just before applying the hot or cold joint sealant, complete a final cleaning by air blasting to clean incompressibles from the joint.

I. Sealing Joints.

1. The joint location, size and configuration is shown in the Drawings. Use applicable materials to obtain the required joint sealant configuration. Seal longitudinal pavement joints full depth with either a cold applied chemically cured joint sealant or a hot joint

sealing compound. Use only 1 type of longitudinal joint sealant on a project, unless otherwise approved by the RPR. Seal joints before opening to traffic.

2. Cold Applied Chemically Cured Joint Sealants.

    a. Do not seal joints until they are clean and dry, and the pavement has attained the age recommended by the manufacturer of the sealant. Do not apply sealant to damp concrete, or install it during inclement weather. Place the sealer full depth in close conformity with dimensions shown in the Drawings. Any deviation will be cause for rejection of the joint until satisfactory corrective measures are taken. Do not apply joint sealant when the ambient air temperature is below 40ºF, or as specified by the manufacturer.
    b. Apply the joint sealant by an approved mechanical device. Any failure of the joint material in either adhesion or cohesion will be cause for rejection. Repair the joint to the RPR's satisfaction.
    c. Some cold applied, chemically cured sealants are not self-leveling and will not position properly in the joint under its own weight. Tool the sealant surface as shown in the Drawings. Accomplish tooling before a skin forms on the surface. The use of soap or oil as a tooling aid is prohibited.
    d. After a joint has been sealed, promptly remove all surplus joint sealer from the pavement or structure surfaces.
    e. Do not permit traffic over sealed joints until the sealer is tack free, or until debris from traffic cannot imbed into the sealant.

3. Hot Applied Joint Sealing Compound.

    a. Do not seal joints until they are clean and dry, and the pavement has attained the age recommended by the manufacturer of the joint sealing compound. Install joint sealing compound according to the manufacture's recommendations.
    b. Completely clean out the application unit when changing brands of materials, or if the material exhibits any sign of changes in application characteristics, polymer or oil separation, balling or any signs of jelling. If the application unit contains compatible material from a previous project at start-up, provide the RPR a certification covering the material in the application unit, including the manufacturer, type, etc. Material

that cannot be identified and certified shall be completely cleaned out before start-up.

c. After a joint has been sealed, promptly remove all surplus joint sealer from the pavement or structure surfaces.

d. Do not permit traffic over sealed joints until the sealer is tack free, or until debris from traffic cannot imbed into the sealant.

3.9 PROTECTION AND CURING OF CONCRETE

A. Cure the pavement by using burlap, liquid membrane-forming compounds, white polyethylene sheeting, concrete curing blankets or reinforced white polyethylene sheeting. Failure to provide proper curing is cause for immediate suspension of the concreting operations.

B. Burlap, Concrete Curing Blankets, White Polyethylene Sheeting and Reinforced White Polyethylene Sheeting.

1. Place the curing material on the pavement immediately after the pavement has been finished, and the concrete has hardened sufficiently to avoid harmful marring of the surface, yet early enough to prevent undue loss of moisture from the concrete. If the pavement becomes dry before the curing material is placed, moisten the concrete with a fine spray of water. Place burlap-polyethylene blankets with the dampened burlap side down. Dampen burlap and place on the surface. Keep burlap damp throughout the entire curing period.
2. Lap adjacent units of curing materials approximately 18 inches. Upon removal of the forms, extend the material to completely cover the full depth of the exposed pavement.
3. Weight the curing material down using continuous windrows of earth placed along the sides and edges of the pavement and transversely across the pavement on the laps to cause the material to remain in contact with the covered surface throughout the curing period. Other methods may be used with approval of the RPR.
4. Walking on the pavement surface to place the curing material is prohibited. Walking on the curing material is prohibited until the pavement has cured sufficiently to prevent damage to the surface.
5. Leave the curing material in place for a minimum of 4 days, unless otherwise directed by the RPR. Immediately repair any tears or holes appearing in the material during the curing period, or replace it with material in good condition.
6. The material may be reused, provided it is kept serviceable by proper repairs, and if in the judgment of RPR it will provide water retention during the curing period.

C. Liquid Membrane-Forming Compounds.

1. After finishing operations have been completed and immediately after the free water has left the surface, completely coat and seal the surface of the slab with a uniform layer of white membrane curing compound. Apply the compound in 1 application at a minimum rate of 1 gallon per 150 square feet of surface. Thoroughly mix the curing compound at all times during usage. Do not dilute the white membrane curing compound.
2. Protect the treated surface from injury a minimum of 4 days, unless otherwise directed by the RPR. If the newly coated film is damaged in any way, apply a new coat of material to the affected areas equal in coverage to that specified for the original coat. A minimum of foot traffic will be permitted on the dried film as necessary to properly carry on the work, provided any damage to the film is immediately repaired by application of an additional coat of compound.
3. Immediately after the forms are removed (fixed form and slip form), coat the entire area of the sides of the slab with white membrane curing compound at the rate specified for the pavement surface, regardless of whether or not further concrete placement will be made against the pavement edge. Approved hand spray equipment will be permitted only for the application of curing compound on the sides of the slab, for repairing damaged areas and for hand finished areas. Repair any damaged areas caused by joint sawing.

3.10 OPENING TO TRAFFIC

A. No motorized traffic is allowed on the pavement until all of the following conditions are met.

1. Construction Traffic Only.

a. The flexural strength of the pavement shall meet or exceed 450 psi. Determine the flexural strength of the pavement by testing flexural strength specimens utilizing the third point loading method, or by use of a calibrated maturity meter.
b. If testing is not done, observe a 4 day curing period before allowing motorized traffic on the pavement.
c. Provide protection to keep foreign material out of the unsealed joints by an approved method.

2. All Traffic.

    a. In addition to requirements for Construction Traffic Only given above, the joints shall be sealed according to this Section.
    b. The pavement surface shall be swept and/or washed down to remove all dirt, debris or foreign materials prior to opening to traffic

3. The Contractor may, at own expense, increase the cement content from the minimum as per Division 03 Concrete to accelerate the strength gain of the Portland Cement Concrete Pavement.

3.11 COLD WEATHER CURING.

A. Maintain the concrete pavement at a minimum temperature of 40ºF, as measured along the surface of the concrete, for a minimum of 4 days after placing. When the ambient air temperature is expected to drop below 35ºF, anytime during the curing period, take precautions to maintain the concrete temperature. Keep a sufficient supply of approved moisture barrier material, other than liquid curing compound, and suitable blanketing material, such as straw, hay and burlap close by. Be prepared to cover the pavement with a moisture barrier and protect all pavement less than 4 days old with blanketing material. Remove, dispose of and replace concrete damaged by cold weather, as determined by the RPR.

3.12 QUALITY CONTROL.

A. Field testing and sampling of materials shall conform to the requirements of Division 03 Concrete.
B. Laboratory testing of materials shall conform to the requirements of Division 03 Concrete
C. Correction of deficient materials shall conform to the requirements of Division 03 Concrete.

END OF SECTION