

Ft. Knox High School Soccer Field and Track Drainage Project Contract Documents & Specifications

For:



Prepared By:

Hardin County Water District No. 1

1400 Rogersville Road

Radcliff, KY. 40160

Phone: 270-351-3222

FAX: 270-352-3055



James S. Boyken

October 2022

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	ADVERTISEMENT FOR BIDS	1 - 1
II.	INSTRUCTIONS TO BIDDERS (EJCDC C-200)	1 - 7
III.	PROPOSAL FORMS	
	A. Bid Form (EJCDC C-410)	1 - 7
	B. Small Business Status Reporting Form	1 - 1
	C. Sample Addendum	1 - 1
	D. Certification Regarding Debarment	1 - 1
IV.	AGREEMENT & FORMS	
	A. Notice of Award (EJCDC C-510)	1 - 1
	B. Form of Agreement (EJCDC C-520)	1 - 8
	C. Notice to Proceed (EJCDC C-550)	1 - 1
	D. Form of Certificate of Substantial Completion (EJCDC C-625)	1 - 2
V.	STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC C-700)	1 - 68
VI.	SUPPLEMENTARY CONDITIONS	1 - 6
VII.	TECHNICAL SPECIFICATIONS	
	DIVISION 1 - GENERAL REQUIREMENTS	
	01010 - SUMMARY OF WORK	
	01015 - WORK SEQUENCE	
	01025 - MEASUREMENT AND PAYMENT (UNIT PRICE)	
	01040 - COORDINATION	
	01090 - REFERENCES AND ABBREVIATIONS	
	01120 - ENVIRONMENTAL PROTECTION	
	01300 - SUBMITTALS	
	01400 - QUALITY CONTROL	
	01535 - PROTECTION OF INSTALLED WORK	

01560 - TEMPORARY CONTROLS AND UTILITIES
01565 - EROSION AND SEDIMENT CONTROL
01570 - TRAFFIC REGULATION
01700 - PROJECT CLOSEOUT
01720 - PROJECT RECORD DOCUMENTS

DIVISION 2 - SITE WORK

02110 - SITE CLEARING
02150 - SHORING AND BRACING
02225 - EXCAVATING, BACKFILLING AND COMPACTING FOR UTILITIES
02505 - CRUSHED STONE PAVEMENT
02510 - BITUMINOUS PAVEMENT
02512 - CONCRETE PAVEMENTS, WALKS, AND CURBS

02930 - RESTORATION OF LAWNS AND GRASSES

DIVISION 3 - CONCRETE

03300 - CAST-IN-PLACE CONCRETE

BID FORM

TABLE OF CONTENTS

	Page
ARTICLE 1 – BID RECIPIENT.....	1
ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS	1
ARTICLE 3 – BIDDER’S REPRESENTATIONS	1
ARTICLE 4 – BIDDER’S CERTIFICATION.....	2
ARTICLE 5 – BASIS OF BID.....	3
ARTICLE 6 – TIME OF COMPLETION.....	5
ARTICLE 7 – ATTACHMENTS TO THIS BID.....	5
ARTICLE 8 – DEFINED TERMS.....	5
ARTICLE 9 – BID SUBMITTAL.....	5

INVITATION TO BID

Ft. Knox High School Soccer Field and Track Drainage Project

Hardin County Water District No. 1

Sealed bids will be received by the **Hardin County Water District No. 1 (“DISTRICT”)**, at the **James S. Bruce Service Center, 1400 Rogersville Road, Radcliff, Kentucky 40160** until Tuesday, November 14, 2022 at 1:00 pm (Eastern Time), for the project named Ft. Knox High School Soccer Track and Drainage Project.

Contract documents shall be available on our website www.hcwd.com. Specifications, Contract Documents and Plans may be obtained from Lynn Imaging, 1460 Bluegrass Parkway, Louisville, Kentucky 40299.

A MANDATORY pre-Bid conference will be held at 1:00 p.m. (Eastern Time) T, October 28, 2022 (Eastern Time) at the Fort Knox Waste Water Treatment Plant, Ft. Knox, KY.

All bids must be in a sealed envelope and clearly marked “.Ft. Knox High School Soccer Track and Drainage Project” The DISTRICT reserves the right to reject any or all bids and to waive any formalities. The DISTRICT invites any qualified Bidder to submit a bid and does not discriminate on the basis of race, creed, color, sex or national origin. Small Businesses or sub-categories of small businesses are encouraged to submit a bid. For any additional information regarding this project please contact Mr. Daniel Clifford at 270-351-3222 ext. 216 or by email at dclifford@hcwd.com.

SECTION II

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

	Page
Article 1 – Defined Terms	3
Article 2 – Copies of Bidding Documents	3
Article 3 – Qualifications of Bidders.....	3
Article 4 – Examination of Bidding Documents, Other Related Data, and Site	1
Article 5 – Pre-Bid Conference.....	2
Article 6 – Site and Other Areas	3
Article 7 – Interpretations and Addenda.....	3
Article 8 – Bid Security.....	3
Article 9 – Contract Times.....	3
Article 10 – Liquidated Damages	4
Article 11 – Substitute and “Or-Equal” Items.....	4
Article 12 – Subcontractors, Suppliers and Others	3
Article 13 – Preparation of Bid.....	3
Article 14 – Basis of Bid; Comparison of Bids.....	5
Article 15 – Submittal of Bid.....	5
Article 16 – Modification and Withdrawal of Bid	3
Article 17 – Opening of Bids	6
Article 18 – Bids to Remain Subject to Acceptance	6
Article 19 – Evaluation of Bids and Award of Contract.....	6
Article 20 – Contract Security and Insurance.....	3
Article 21 – Signing of Agreement.....	3
Article 22 – Sales and Use Taxes	7
Article 23 – Retainage.....	8

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. "Successful Bidder" - is clarified to mean the lowest, qualified, responsible, responsive Bidder to whom Owner, (on the basis of their evaluation and judgment), makes an Award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. The deposit will be either refundable or non-refundable in accordance with the Advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for with their bid. Bidder qualification requirements are further clarified by Section III — Proposal Forms, Bidders must submit the required Bidder Qualification Statement.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Underground Facilities*
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.02 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Bidder shall indemnify and hold Owner harmless from any damages, including attorney's fees caused in any way by Bidder.
- 4.03 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- E. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- F. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- G. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.04 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference will be held at 1:00 PM (Eastern Time) on Thursday October 28, 2022 at the Ft. Knox Waste Water Treatment Plant, Ft. Knox, KY. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Oral statements may not be relied upon and will not be non-binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and other property interests and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

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

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by bid security made payable to the Owner in the amount of 5% (five percent) of the Bidder's maximum Bid price and in the form of a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The Bid security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Substitute or "or-equal" materials and equipment may be proposed by Bidder in conformance with the requirements of Paragraph 6.05 of the General Conditions. The materials and equipment described and in some cases named by manufacturer or supplier in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No proposal or application for acceptance of a substitute or "or-equal" item of material or equipment will be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 Reference 6.06, H of General Conditions

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Hardin County Water District No. 1.
- 13.02 All blanks on the Bid Form shall be completed in ink or by typewriter and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, alternative, and unit price item listed therein. In the case of optional alternatives the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security. Any Addenda must be formally acknowledged on the Bid Form.
- 15.02 Sealed Bids shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “Ft. Knox High School Soccer Track and Drainage Project”

A mailed Bid shall be addressed to:

Hardin County Water District No. 1

Attn: Mr. Daniel Clifford
1400 Rogersville Road
Radcliff, KY 40160

- 15.03 *The District assumes no responsibility for delays in the US mail or courier systems, or delays due to weather conditions*

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to be offered the award.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included as a line item in the Bid, but should be included in all work and items purchased for construction and included in the Bid, because the contractor is not tax exempt. Refer to Paragraph 6.10 of the General Conditions for additional information.

ARTICLE 23 – RETAINAGE

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

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hardin County Water District No. 1
Attn: Mr. Daniel Clifford
1400 Rogersville Road
Radcliff, KY 40160

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

a. Addendum No. Addendum Date

_____ _____
_____ _____
_____ _____

B. Bidder 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods,

techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
001	General Conditions, Payment and Performance Bond	LS	1		
002	Mobilization/Demobilization	LS	1		
003	Staking	LS	1		
004	Restoration	LS	1		
005	Traffic Maintenance	LS	1		
006	Erosion Prevention and Sediment Control	LS	1		
007	Install N12 ADS 12” Pipe	LF	1255		
008	Install N12 ADS 15” Pipe	LF	175		
009	Install N12 ADS 18” Pipe	LF	65		
010	Install N12 ADS 24” Pipe	LF	55		
011	Install NYOPLAST inlet	EA	12		
012	Install Metal Flared End Section	EA	6		
013	Install Concrete Flared End Section	EA	2		
014	Demolition and Haul Off	LS	1		

015	Pavement Restoration	LS	1		
	TOTAL				

TOTAL BID (Written in words): _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Provisional items are delineated in the bid form. Quantities for provisional items may or may not be used in whole or in part at the discretion of the Owner. This shall in no way affect the established contract unit prices. All bid unit prices for provisional items shall be added to establish the total bid amount.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement and within the Progress Clause.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidate damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. List of Project References;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Required Bidder Qualification Statement with Supporting Data;
 - D. Certificate regarding Debarment, Suspension, and other responsibility matters;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Kentucky is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(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.)

Bidder's Business Address:

Phone No. () _____ Fax No. () _____

E-mail:

SUBMITTED on _____, 2022.

State Contractor License No. _____. *[If applicable]*

ADDENDUM No. 1

DATE: _____

PROJECT: Ft. Knox High School Soccer Track and Drainage Project

FROM: _____

SUBJECT: _____ Addendum No. 1 for Above Referenced Project

The District appreciates the inquiries from interested parties regarding this Project.

Please acknowledge Addendum No. 1 in the space provided in the previous addendum.

Each plan holder submitting a bid on this project must acknowledge receipt of this addendum by signing below and attaching a copy of this form to the bid, or by listing the addendum in the appropriate location on the bid form included with the bid solicitation package. Failure of the bidder's acknowledgement to be received at the place designated for the receipt of bids prior to the hour and date specified may result in rejection of the bid. Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remains unchanged and in full force and effect.

If there are any questions regarding the contents of this addendum, please contact _____ at Hardin County Water District No. 1

I, the undersigned, acknowledge receipt of Addendum No. 1 for Ft. Knox High School Soccer Track and Drainage Project , Ft. Knox, KY

I, Name (Please Print) _____ Signature _____

Company Name Hardin County Water District No. 1

Date: _____

END OF ADDENDUM NO. 1

Hardin County Water District No. 1 Small Business Reporting Form

The Federal Acquisition Regulation, Part 19, requires Hardin County Water District No. 1 (“the District”) to make reports on the value of subcontracts (this includes purchase orders) that are issued to the various companies providing services and supplies to the District in support of government contracts. For the most part the business size is a self-certifying issue that places the responsibility of the size/status declaration on the company that is making the certification. The SBA must certify companies claiming to be operating in a Historically Underutilized Business Zone (HUBZone).

Please complete the below self-certification and return it to the District with your bid documents.

Company Name: _____

Address: _____

City, State and Zip code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Business Size: _____ Small Business

_____ Small Disadvantaged Business

_____ HUBZone Small Business

_____ Woman Owned Small Business

_____ Veteran Owned Small Business

_____ Service-Disabled Veteran Owned Small Business

_____ Large Business

_____ Other: Specify _____

Company primary North America Industry Classification System (NAICS) code: _____

Number of Employees: _____

You may wish to review the definitions for the above categories in the Federal Acquisition Regulation, Part 19.7 or Part 52, Paragraph 52.219-8. If you have difficulty ascertaining your size, status, primary NAICS code you may call the Small Business Administration at 1-800-U-ASK-SBA or refer to SBA’s website at www.sba.gov.

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

Signature and Title

Date

The self-certification is good for a one-year period. It is your responsibility to notify us of any size or ownership status changes during this period. After one year, recertification is required.

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

The prospective Bidder certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil 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;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

SECTION IV

AGREEMENT & FORMS

- 1. Notice of Award (EJCDC C-510)**
- 2. Form of Agreement (EJCDC C-520)**
- 3. Notice to Proceed (EJCDC C-550)**
- 4. Form of Certificate of Substantial Completion (EJCDC C-625)**

Notice of Award

Date:

Project: Ft. Knox High School Soccer Track and Drainage Project	
Owner: Hardin County Water District No. 1	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address:	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for

Ft. Knox High School Soccer Track and Drainage Project The Contract Price of your Contract is ().

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 [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner **1** fully executed counterparts of the Contract Documents.
2. Other conditions precedent:

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.

By: _____
 Authorized Signature

Title

Copy to Engineer

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Hardin County Water District No. 1 (“Owner”) and Schroeder Construction, inc. (“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 in Technical Specification Section 01010:

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole as summarized in Technical Specification Section 01010.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by District staff, who will 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** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, which will be known as the Substantial Completion Date. Submittals shall be provided to the Engineer within **15** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions. The project shall be ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **90** 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 **\$400** 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 **\$400** 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, 5.01.B, and 5.01.C below:

- A. Contract amount: \$159,050.00

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item: 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 fifth (5th) 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 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.

If the owner finds the application for Payment acceptable, the recommended amount (less any reductions under the provisions of General Condition Paragraph 14.02.D) will become due 30 days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

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.
 2. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 3. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage), but which has been delivered to the project site.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 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 200 percent of Engineer's estimate 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 0% 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.
 - D. 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.
 - E. Based on the information and observations referred to in Paragraph 8.01.D 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.
 - F. 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.
 - G. 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.
 - H. 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 1 to 1 inclusive).
 3. Payment bond (pages 14 to 19, inclusive).
 4. Other bonds (pages 14 to 19, inclusive).
 5. General Conditions (pages 1 to 55, inclusive).
 6. Supplementary Conditions (pages 1 to 5, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 8 sheets with each sheet bearing the following general title:
 9. Ft. Knox High School Soccer Track and Drainage Project Addenda (numbers to , inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid, (pages 1 to 7, inclusive).
 11. The following which may be issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 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.
- E. The venue of the project shall be in Hardin County, Kentucky.

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 non-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.

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 non-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 anything 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.

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

By: _____ By: _____

Title: General Manager _____ 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: _____ Address for giving notices: _____

Hardin County Water District No. 1 _____

1400 Rogersville Road _____

Radcliff, KY 40160 _____

License No.: _____

Notice to Proceed

Date:

Project Ft. Knox High School Soccer Track and Drainage Project Hardin County Water District No. 1
Owner's Contract No.:

Contract: - Engineer's Project No.:

Contractor: -

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run 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 number of days to achieve Substantial Completion is 60 days, and the number of days to achieve readiness for final payment is 90 Days.

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 insured's and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____ [add other requirements].

_____	_____
	Owner Given
_____	by:
_____	_____
	Authorized Signature
_____	_____
	Title
_____	_____
	Date

Copy to Engineer

Certificate of Substantial Completion

Project: Ft. Knox High School Soccer Track and Drainage Project

Owner: Hardin County Water District No. 1	Owner's Contract No.:
Contract:	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 _____

SECTION V

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT
(EJCDC C-700)**

STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	
1.01 Defined Terms.....	1
1.02 Terminology.....	11
Article 2 – Preliminary Matters	
2.01 Delivery of Bonds and Evidence of Insurance.....	12
2.02 Copies of Documents.....	12
2.03 Commencement of Contract Times; Notice to Proceed.....	12
2.04 Starting the Work.....	12
2.05 Before Starting Construction.....	13
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	13
2.07 Initial Acceptance of Schedules.....	13
Article 3 – Contract Documents: Intent, Amending, Reuse	
3.01 Intent.....	14
3.02 Reference Standards.....	14
3.03 Reporting and Resolving Discrepancies.....	14
3.04 Amending and Supplementing Contract Documents.....	15
3.05 Reuse of Documents.....	15
3.06 Electronic Data.....	16
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	
4.01 Availability of Lands.....	16
4.02 Subsurface and Physical Conditions.....	17
4.03 Differing Subsurface or Physical Conditions.....	17
4.04 Underground Facilities.....	19
4.05 Reference Points.....	20
4.06 Hazardous Environmental Condition at Site.....	20
Article 5 – Bonds and Insurance	
5.01 Performance, Payment, and Other Bonds.....	22

5.02 Licensed Sureties and Insurers	22
5.03 Certificates of Insurance	23
5.04 Contractor’s Insurance	23
5.05 Owner’s Liability Insurance.....	25
5.06 Property Insurance	25
5.07 Waiver of Rights	26
5.08 Receipt and Application of Insurance Proceeds.....	27
5.09 Acceptance of Bonds and Insurance; Option to Replace	27
5.10 Partial Utilization, Acknowledgment of Property Insurer	28

Article 6 – Contractor’s Responsibilities

6.01 Supervision and Superintendence	28
6.02 Labor; Working Hours	28
6.03 Services, Materials, and Equipment.....	29
6.04 Progress Schedule	29
6.05 Substitutes and “Or-Equals”	29
6.06 Concerning Subcontractors, Suppliers, and Others.....	32
6.07 Patent Fees and Royalties.....	33
6.08 Permits	34
6.09 Laws and Regulations	34
6.10 Taxes	34
6.11 Use of Site and Other Areas.....	34
6.12 Record Documents.....	35
6.13 Safety and Protection	35
6.14 Safety Representative.....	36
6.15 Hazard Communication Programs	37
6.16 Emergencies	37
6.17 Shop Drawings and Samples.....	37
6.18 Continuing the Work.....	39
6.19 Contractor’s General Warranty and Guarantee.....	39
6.20 Indemnification	39
6.21 Delegation of Professional Design Services	40

Article 7 – Other Work at the Site

7.01 Related Work at Site41
7.02 Coordination.....42
7.03 Legal Relationships42

Article 8 – Owner’s Responsibilities

8.01 Communications to Contractor42
8.02 Replacement of Engineer 42
8.03 Furnish Data42
8.04 Pay When Due.....42
8.05 Lands and Easements; Reports and Tests 42
8.06 Insurance43
8.07 Change Orders.....43
8.08 Inspections, Tests, and Approvals.....43
8.09 Limitations on Owner’s Responsibilities43
8.10 Undisclosed Hazardous Environmental Condition43
8.11 Evidence of Financial Arrangements43
8.12 Compliance with Safety Program43

Article 9 – Engineer’s Status During Construction

9.01 Owner’s Representative43
9.02 Visits to Site.....43
9.03 Project Representative44
9.04 Authorized Variations in Work.....44
9.05 Rejecting Defective Work.....44
9.06 Shop Drawings, Change Orders and Payments45
9.07 Determinations for Unit Price Work.....45
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work45
9.09 Limitations on Engineer’s Authority and Responsibilities.....45
9.10 Compliance with Safety Program46

Article 10 – Changes in the Work; Claims

10.01 Authorized Changes in the Work.....46
10.02 Unauthorized Changes in the Work46
10.03 Execution of Change Orders47

10.04 Notification to Surety.....	47
10.05 Claims	47
Article 11 – Cost of the Work; Allowances; Unit Price Work	
11.01 Cost of the Work.....	48
11.02 Allowances.....	51
11.03 Unit Price Work	51
Article 12 – Change of Contract Price; Change of Contract Times	
12.01 Change of Contract Price	52
12.02 Change of Contract Times	53
12.03 Delays	53
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work	
13.01 Notice of Defects	54
13.02 Access to Work.....	54
13.03 Tests and Inspections	54
13.04 Uncovering Work.....	55
13.05 Owner May Stop the Work.....	56
13.06 Correction or Removal of Defective Work.....	56
13.07 Correction Period.....	56
13.08 Acceptance of Defective Work.....	57
13.09 Owner May Correct Defective Work.....	57
Article 14 – Payments to Contractor and Completion	
14.01 Schedule of Values	58
14.02 Progress Payments	58
14.03 Contractor’s Warranty of Title.....	61
14.04 Substantial Completion.....	61
14.05 Partial Utilization	62
14.06 Final Inspection.....	62
14.07 Final Payment	63
14.08 Final Completion Delayed	64
14.09 Waiver of Claims	64
Article 15 – Suspension of Work and Termination	
15.01 Owner May Suspend Work	64

15.02 Owner May Terminate for Cause65
15.03 Owner May Terminate for Convenience66
15.04 Contractor May Stop Work or Terminate.....66

Article 16 – Dispute Resolution

16.01 Methods and Procedures67

Article 17 – Miscellaneous

17.01 Giving Notice.....67
17.02 Computation of Times67
17.03 Cumulative Remedies68
17.04 Survival of Obligations.....68
17.05 Controlling Law.....68
17.06 Headings68

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.
 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.
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.
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 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).

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.

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 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 therefore.
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.

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:
 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.

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 therefore 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.

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 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 therefore 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 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 therefore 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.
- 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 therefore 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 therefore 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.

- 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 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:

- 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 insured's (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 insured's, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insured's, and the insurance afforded to these additional insured's 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.

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, false work, 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, 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 insured's 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:
 - 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 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.
- 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;
- 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 therefore. 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
 - 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 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.
 - 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, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured's 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.

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 therefore 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 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 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 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.

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.

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 .
- 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.
- 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 therefore, 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 therefore 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.
- 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.

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 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 non-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 therefore 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.

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

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 non-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 non-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 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 therefore as provided in Paragraph 10.05.

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 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 non-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:

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 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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 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 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 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).
- 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 therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or 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.

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.
- 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 therefore 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 therefore 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:

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 therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

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 therefore 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 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 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.

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. 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 therefore.
- 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 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 therefore. 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 non-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 therefore. 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.
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 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.

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 therefore 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 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 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 non-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 non-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:
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.

SECTION VI

SUPPLEMENTARY CONDITIONS

SECTION 00800 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. C700, 2002 Edition) and other provision of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated 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.

EJCDC C-200

SC-4.01.A Delete paragraph

EJCDC C-520

SC-5.01.A Delete paragraph

EJCDC C-700

SC-1.01.A.20 Additionally, a Field Order is not a “Work Change Directive”, see 1.01.A.51

SC-2.02.A Ten copies shall be two (2). One set shall also be provided in electronic format. Reproduction costs shall be recovered for “printed or hard” copies only.

SC-2.03.A The Contract Times will commence to run on the day indicated in the Notice to Proceed and not the thirtieth day after the Effective Date of the Agreement. It shall be so, a Notice to Proceed shall not be governed by the 30 day post-Effective Date of the Agreement. Also, the final sentence shall not apply.

SC-4.02.A Delete paragraph

SC-4.02.B Delete paragraph

SC-4.03.C.1.a Delete sentence

SC-4.06.A Replace with “No reports or tests of hazardous environmental conditions at or contiguous to the site are known to the Owner or Engineer.”

SC-4.06.B Not used

SC-5.04.B.2 5.04.B.2 shall here forward exist as 5.04.C. The verbiage in 5.04.B.2-6 shall exist as 5.04.C.1.d.v.1-5. The document shall then read:

- A. The limits of liability for insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. **INSURANCE REQUIREMENTS:** Policies described in this section shall be for the mutual and joint benefit and protection of the CONTRACTOR and the DISTRICT. All required policies shall be primary policies not contributing to, or in excess of, policies which the DISTRICT may already carry.

- a. Insurance required shall be with companies qualified to do business in the State of Kentucky with a general policyholder's financial rating of not less than A- as set forth in the most current edition of "Best's Insurance Reports". Deductible amounts as the CONTRACTOR may deem to be reasonable for the project, but in no event greater than \$25,000.
- b. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the DISTRICT. The CONTRACTOR shall not do nor permit to be done anything which shall invalidate the insurance policies referred to in this section. If any insurance policies referred to in this contract are cancelled or terminated for any reason, the DISTRICT, at its own discretion, may terminate this Agreement effective immediately.
- c. Indemnity. The CONTRACTOR agrees to indemnify and save the DISTRICT harmless from and against all claims, demands, liability, damages, suits, actions or causes of action of every kind and nature, which may be brought or asserted against the DISTRICT arising out of negligent acts, errors or omissions of the CONTRACTOR or the CONTRACTOR's sub-CONTRACTORS in the performance of this agreement. The limits of insurance set forth above shall not limit the liability of the CONTRACTOR hereunder.
- d. The CONTRACTOR will be required to provide LIABILITY INSURANCE as listed herein. A copy of the Insurance Binder, Certificate of Liability Insurance, Endorsements for Additional Insured, or other proof of required insurance must be made available to the DISTRICT at the time of execution of the contract. The minimum required coverage will be:
 - i. The policy must include completed operations insurance. The policy must remain in place for 12 months after the OWNER has accepted the work of the CONTRACTOR. The limits of said insurance shall not however, limit the liability of the CONTRACTOR hereunder.
 - ii. Limits of Commercial General Liability shall be, at minimum, as follows:

(1) Each Occurrence	\$2,000,000
(2) Damage to Rented Premises (Ea occurrence)	\$100,000
(3) Medical Expense (any one person)	\$5,000
(4) Personal and Adv Injury	\$2,000,000
(5) General Aggregate	\$2,000,000
(6) Products – Comp/OP Agg	\$2,000,000
 - iii. Limits of Automobile Liability (for Any Auto), shall be, at a minimum, as follows:

(1) Combined Single Limit (Ea accident)	\$1,000,000
(2) Underinsured motorist	\$100,000
(3) Uninsured motorist combined	\$100,000

iv. Worker's Compensation and Employee Liability

- | | | |
|-----|---|-------------|
| (1) | Worker's Compensation based on statutory limits | |
| (2) | E.L. each accident | \$1,000,000 |
| (3) | E.L. disease – each employee | \$1,000,000 |
| (4) | E.L. disease – policy limit | \$1,000,000 |

v. Additional Insured Endorsement. Contractor shall provide an additional insured endorsement, listing the OWNER on form CG 20 26 07 04.

- 1) 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;
- 2) include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
- 3) 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);
- 4) 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
- 5) 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.

SC-5.06.C The following shall apply:

1. The following persons or entities are too included on the required insurance policies as additional(s) insured:
 - a. Hardin County Water District No. 1
1400 Rogersville Road
Radcliff, KY 40160

SC-6.02.B Add the following:

For this project (Ft. Knox High School Soccer Track and Drainage Project) there are no working hour restrictions

SC-6.03.B Replace paragraph with the following:

Contractor shall provide the identity of subcontractors and suppliers as indicated on the bid form and attachments. 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.

SC-6.06.H Add the following:

The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s) without prior written approval of the Owner.

SC-12.03.C Reference the following concerning contract time extensions:

CONTRACT TIME EXTENSIONS: This requirement specifies the procedure for the determination of time extensions for unusually severe weather. The table below defines the monthly anticipated adverse weather for the contract period.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
17	11	9	8	8	7	7	6	5	5	8	9

The above schedule of anticipated adverse weather will constitute the baseline for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the notice to proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather in the table above.

These subsequently occurring adverse weather days must prevent work for fifty percent (50%) or more of the CONTRACTOR's work day and delay work critical to the timely completion of the project. Actual adverse weather days will be interpreted to be those days on which rainfall equals or exceeds one tenth (.10) of an inch of rain and/or the day time temperature was equal to or below thirty-two (32) degrees Fahrenheit (F).

SC-13.03.B Replace the paragraph with:

Contractor shall employ and pay for the services of an independent testing laboratory, acceptable to the Owner and Engineer, to perform all inspections, tests, or approvals

required by the Contract Documents except as otherwise specifically provided in the Contract Documents.

SC-14.02.A.3 Add the following:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1 Replace with:

The Application for Payment with Engineer's Recommendations will be presented to the Owner for consideration. Terms of Payment are as presented to the Contractor.

SC-16.01 Replace with:

- a. The parties are fully committed to working with each other throughout the project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- b. If a dispute or disagreement cannot be resolved at the field level, a senior representative of all parties shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the senior representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- c. If after meeting, authorized representatives of each party determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. The location of any mediation meetings shall be in Hardin County, Kentucky.

SC-17.05 Replace with:

The venue of the project shall be in Ft. Knox, Hardin County, Kentucky.

END OF SECTION 00800

SECTION VII

TECHNICAL SPECIFICATIONS

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The following major Work items are included in the Contract:
 - 1. Install 1065 LF of 8" Sewer main, install 240 LF 4" Sewer Laterals. Install 830 LF ¾" Water Service Lines. Also, install and abandon sanitary sewer manholes.
- B. The CONTRACTOR shall provide all materials, labor and equipment necessary for completion of the Project, including installation and testing prior to transfer to the District. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of OWNER. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the Project shall be included.
- C. The CONTRACTOR shall maintain the existing system in continuous operations. The CONTRACTOR shall not operate District hydrants or valves, but shall coordinate with the OWNER when this is required.
- D. See Section 01535 – "Protection of Installed Work" for more details on sanitary sewer requirements.

1.02 PERMITS

The CONTRACTOR shall obtain any permits related to or required by, the Work in this Contract. The OWNER has obtained the following permit(s) for this Project:

1.03 CODES

Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices, citations and similar communications, to the OWNER.

1.04 EXISTING CONDITIONS AND DIMENSIONS

- A. The Work in this Contract will primarily be performed in or around existing facilities of which a portion must remain functional. The CONTRACTOR must maintain the required items and/or systems functional without additional effort by the OWNER's personnel and at no extra costs to the OWNER.
- B. The CONTRACTOR is responsible for verifying all existing conditions, elevations, benchmarks, and survey data, dimensions, etc., and providing his finished work to facilitate existing conditions.

1.05 The CONTRACTOR shall:

1. Assume full responsibility for protection and safekeeping of products stored on and off premises.
2. Move stored products that interfere with the operations of OWNER and/or Department of Defense.
3. Not interfere with operations of OWNER and/or Department of Defense through construction related activities.
4. Provide all tools, ladders, equipment, etc. for CONTRACTOR's work and the work of all his subcontractors.

END OF SECTION 01010

SECTION 01015 WORK SEQUENCE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall submit to the OWNER for review and acceptance a complete schedule of the proposed sequence of construction operations for this project prior to commencement of work. In order to provide a definitive basis for determining job progress, the CONTRACTOR shall provide a construction schedule of the Critical Path Method (CPM) type for monitoring the project. The construction schedule shall be submitted and approved by the OWNER prior to submittal of the first partial payment request. A revised construction schedule shall be submitted with every subsequent partial payment request.
- B. Within fifteen (15) days after the Notice to Proceed, the CONTRACTOR shall submit a detailed draft of his construction schedule and operations.

1.02 MAINTAINING EXISTING FACILITIES IN OPERATION

- A. The OWNER shall be notified 2 weeks in advance of work to be performed which will require any part of an existing utility to be taken out of service. This work shall be scheduled such that service is disrupted for as short a time as possible.
- B. The CONTRACTOR shall provide bypass pumping where necessary to ensure the demand for dependable service cannot be affected. Bypass pumping and any associated installation requirements such as paving, excavation, concrete, etc. shall be provided at no additional cost.
- C. Existing Sewer Collection System
 - 1. This project involves replacement of existing sewer lines. Because this sewer line serves several buildings, the service must be maintained during the construction period, work activities must be properly sequenced to accomplish this. The information on sequencing given in this Section is intended to identify constraints with respect to maintaining service, and to assist the CONTRACTOR in planning his work. Nothing in this Section shall be construed as relieving the CONTRACTOR from his responsibility to complete the work or prevent shutdown of service as a result of his operations.
 - 2. Work performed by the CONTRACTOR that results in loss of service will subject the CONTRACTOR to potential fines and expenses. Additionally, the OWNER holds the right to terminate the Contract due to failure to maintain services.
 - 3. All new lines must be completed and operational prior to taking existing lines out of service. This shall include all required testing.

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

The CONTRACTOR shall furnish all necessary labor, machinery, tools, apparatus, equipment, materials, services and other necessary supplies and perform all work shown on the Drawings and/or described in the Specifications and Contract Documents at the unit or lump sum prices for the items enumerated in Part 2 of this Section.

1.02 ESTIMATE OF QUANTITIES

Estimated quantities for unit price pay items, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as the OWNER may deem necessary. CONTRACTOR will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions caused by changes or alterations in the Work ordered by the OWNER.

END PART 2 – PRODUCTS

2.01 GENERAL CONDITIONS PAYMENT, AND PERFORMANCE BOND (BID ITEM No. 1)

- A. Payment for general requirements will be made at the Contract lump sum price distributed over the initial term of the Contract and shall include field supervision and support staff, office supervision and support staff, costs associated with maintaining the field operation, safety devices, approval and record drawings, power, removal of waste, and other items required by the general requirements and conditions of the Contract.
- B. Payment for bonds and insurance will be made at the Contract lump sum price, and shall include the costs of the Performance and Payment Bonds provided under the Contract, and the premiums for insurance required under the Contract.

2.02 MOBILIZATION/DEMobilIZATION (BID ITEM No. 2)

Payment for the CONTRACTOR's mobilization/demobilization will be made at the Contract lump sum price and shall include all costs incurred for moving equipment onto the Project area and any pertinent costs related thereto.

2.03 STAKING (BID ITEM No. 3)

Payment for staking will be made at the Contract lump sum price, and shall include the furnishing of all labor, materials, tools, supervision, transportation, and equipment necessary to perform alignment staking of the sewer lines as delineated on the Drawings and in the Contract documents. This includes establishing survey control points, providing survey control during construction, providing required working drawings, and providing final Record Drawings meeting specifications outlined in Section 01720.

2.04 RESTORATION (BID ITEM No. 4)

- A. Restoration shall include temporary and permanent landscaping/lawns, fencing, guardrails, signs, culvert pipes, storm structures, drainage ditches, mailboxes, lighting, etc. Restoration shall include the stream stabilization measures noted on the plans and the stream bank restoration and stabilization measures shown on the Drawings. Restoration shall be paid based on the percentage of acceptably restored areas in accordance with Section 02900.
- B. Restoration shall be divided in the schedule of values for permanent and temporary restoration. Seventy percent (70%) of this bid item shall be included in temporary and thirty percent (30%) in permanent.

2.05 TRAFFIC MAINTENANCE (BID ITEM No. 5)

- A. Payment for traffic maintenance will be made at the Contract lump sum price to maintain roadway and pedestrian traffic. Payment shall include all signs, traffic control devices and other materials, flaggers and other labor required, and all items necessary to provide traffic control for the duration of the project, in accordance with the local agency having jurisdiction over the roadway impacted.
- B. Traffic maintenance shall be paid as a percentage over the initial term of the Contract.

2.06 EROSION PREVENTION AND SEDIMENT CONTROL (BID ITEM No. 6)

Payment for the erosion prevention and sediment control will be made at the contract lump sum price and shall include all necessary labor, equipment and materials to install and maintain erosion and sediment control measures including silt fences, stone bag check dams, stabilized construction entrances, and temporary seeding to prevent the erosion of exposed soil and transportation of sediment offsite.

2.07 INSTALL 12" N12 ADS PIPE (BID ITEM No. 7)

Payment to install N12 ADS Pipe will be made at the Contract unit price per linear foot which includes installation of pipe, excavation, installation, bedding, backfilling, testing, cleanup and all appurtenances required for a complete installation.

2.08 INSTALL 15” N12 ADS PIPE (BID ITEM No. 8)

Payment to install N12 ADS Pipe will be made at the Contract unit price per linear foot which includes installation of pipe, excavation, installation, bedding, backfilling, testing, cleanup and all appurtenances required for a complete installation.

2.08 INSTALL 18” N12 ADS PIPE (BID ITEM No. 9)

Payment to install N12 ADS Pipe will be made at the Contract unit price per linear foot which includes installation of pipe, excavation, installation, bedding, backfilling, testing, cleanup and all appurtenances required for a complete installation.

2.09 INSTALL 24” N12 ADS PIPE (BID ITEM No. 10)

Payment to install N12 ADS Pipe will be made at the Contract unit price per linear foot which includes installation of pipe, excavation, installation, bedding, backfilling, testing, cleanup and all appurtenances required for a complete installation.

2.10 INSTALL NYOPLAST INLET (BID ITEM No. 11)

Payment for installation of NYOPLAST Inlet will be made at the Contract unit price each which includes the excavation, backfill, all NYOPLAST fittings, labor, equipment, and all appurtenances necessary to install the NYOPLAST inlet.

2.11 INSTALL METAL FLARED END SECTION (BID ITEM No. 12)

Payment for installation of Metal Flared End Section will be made at the Contract unit price each which includes the excavation, backfill, all Metal Flared End Section fittings, labor, equipment, and all appurtenances necessary to install the Metal Flared End Section.

2.12 INSTALL CONCRETE FLARED END SECTION (BID ITEM No. 13)

Payment for installation of Concrete Flared End Section will be made at the Contract unit price each which includes the excavation, backfill, all Concrete Flared End Section fittings, labor, equipment, and all appurtenances necessary to install the Concrete Flared End Section

2.13 DEMOLITION AND HAUL OFF (BID ITEM No. 14)

Demolition and haul off of all earth, pipe, inlets and headwalls removed as part of the construction of this project

2.16 PAVEMENT REPAIR (BID ITEM No. 15)

Payment for asphalt replacement will be made at the Contract unit price per square yard which includes all materials, equipment, and appurtenances required to complete the installation.

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The CONTRACTOR shall coordinate the Work of all crafts, trades and subcontractors engaged on the Work, and he shall have final responsibility in regards to the schedule, workmanship and completeness of each and all parts of the Work.
- B. All crafts, trades and subcontractors shall be made to cooperate with each other and with others as they may be involved in the installation of work which adjoins, incorporates, precedes or follows the work of another. It shall be the CONTRACTOR's responsibility to point out areas of cooperation prior to execution of subcontract agreements and the assignment of the parts of the Work. Each craft, trade and subcontractor shall be made responsible to the CONTRACTOR, for furnishing embedded items, giving directions for doing all cutting and fitting, making all provisions for accommodating the Work, and for protecting, patching, repairing and cleaning as required to satisfactorily perform the Work.
- C. The CONTRACTOR shall be responsible for all cutting, digging and other actions of his subcontractors and workmen. Where such action impairs the safety or function of any structure or component of the Project, the CONTRACTOR shall make such repairs, alterations and additions as will, in the opinion of the Engineer, bring said structure or component back to its original design condition at no additional cost to OWNER.
- D. Each subcontractor is expected to be familiar with the General Requirements and all Sections of the Detailed Specifications for all other trades and to study all Drawings applicable to his work to the end that complete coordination between the trades will be affected. Each subcontractor shall consult with the CONTRACTOR, who shall advise the Engineer if conflicts exist on the Drawings.
- E. Coordination shall include giving notice to OWNER Forty-eight (48) hours' notice is required to adjust work schedules.
- F. Coordination includes local EMS (traffic) and appropriate road departments.

END OF SECTION 01040

SECTION 01090 - REFERENCES AND ABBREVIATIONS

PART 1 - GENERAL

1.01. REQUIREMENTS INCLUDED

Where any of the following abbreviations are used in the Specifications, they shall have the meaning set forth as follows:

ACI	American Concrete Institute
ANS	American National Standard
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American or Brown and Sharpe Wire Gage
AWWA	American Water Works Association
IPS	Iron Pipe Size
MACP	Manhole Assessment and Certification Program
NBS	National Bureau of Standards
NEC	National Electrical Code; latest edition
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPT	National Pipe Thread
PACP	Pipeline Assessment and Certification Program
125-lb. ANS;	American National Standard for Cast-Iron Pipe Flanges and
250-lb. ANS	Flanged Fittings, Designation B16.1-1975, for the appropriate class
UL	Underwriters' Laboratories

1.02. REFERENCE STANDARDS

1. For products or workmanship specified by association, trade or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or the date of the OWNER-CONTRACTOR Agreement when there are no bids, unless a certain date is indicated for the standard in the Contract Documents.
3. When required by an individual Specification section, the Prime CONTRACTOR shall obtain a copy of the standard. Maintain the copy at the job site, available for review by OWNER, Engineer, Resident Representative and other appropriate parties until Substantial Completion.

END OF SECTION 01090

SECTION 01120 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.01 SCOPE

For the purpose of this Specification, environmental protection is defined as the retention of the environment in Project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air and land and involves noise as well as other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities in the performance of this Contract, the CONTRACTOR and his subcontractors shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement. This Section covers the furnishings of all labor, materials, equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other Sections of these specifications. Prohibited Construction Activates:

1. Disposing of excess or unsuitable excavated material in wetlands or floodplains.
2. Locating stockpile storage areas in environmentally sensitive areas.
3. Pumping of sediment laden water from trenches or other excavations directly into any surface waters, any stream corridors, any wetlands, or storm sewers; all such water will be properly filtered or settled to remove silt prior to release.
4. Damaging vegetation outside of the construction area.
5. Open burning of project debris without a permit.
6. Non-compliance with the CONTRACTOR's OSHA's or the OWNER's safety requirements.

1.02 PRECONSTRUCTION VIDEO

After the CONTRACTOR has staked or laid out the job and prior to the initiation of any construction activities, including the installation of erosion and sediment control BMPs, the entire project corridor shall be videoed in digital format on DVD. A copy of the DVD shall be provided to OWNER.

1.03 PROTECTION OF LAND RESOURCES

The land resources within the Project boundaries and outside the limits of work performed under this Contract shall be preserved in their present condition or be restored to a condition after completion of construction that will appear to be natural and not detract from the appearance of the project.

1.04 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

In the event archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location

and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall not commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

1.05 PROTECTION OF LAND AREAS

Except for any work on storage areas and access routes specifically assigned for the use of the CONTRACTOR under this Contract, the land areas outside the limits of permanent work performed under this Contract shall be preserved in their present condition. Contractor shall confine his construction activities to areas defined for work on the plans or specifically assigned for his use. No other areas shall be used by the Contractor without written consent of the OWNER.

1.06 PROTECTION OF TREES AND SHRUBS

- A. Reasonable care shall be taken during construction to avoid damage to surrounding vegetation.
- B. The CONTRACTOR shall not deface, injure or destroy trees or shrubs, nor remove or cut them without prior approval from OWNER. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage.
- C. Materials or equipment shall not be stored or parked within the drip line.

1.07 TREE PROTECTIVE STRUCTURES

Where, in the opinion of the OWNER, trees may possibly be defaced, bruised, injured or otherwise damaged by the CONTRACTOR's equipment or by his other operations, he may direct the CONTRACTOR to provide temporary protection of such trees by placing boards, plans, or poles around them. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage.

1.08 RESTORATION OF DAMAGED TREES

- A. Any tree scarred or damaged by the CONTRACTOR's equipment or operations shall be restored as nearly as possible to its original condition at the CONTRACTOR's expense. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. All scars made on trees shall be coated as soon as possible with an approved tree wound dressing.
- B. Trees that are to remain, either within or outside established clearing limits, that are damaged by the CONTRACTOR so as to be beyond saving in the opinion of the OWNER, shall be immediately removed, if so directed, and replaced with a nursery-grown tree of the same species and size.
- C. All damaged trees and plants that die or suffer permanent injury shall be removed when ordered by the OWNER.

1.09 PROTECTION OF WATER RESOURCES

The Contractor shall control the disposal of fuels, oils, bitumen's, calcium chloride, acids, or harmful materials, and shall comply with applicable Federal, State, County and Municipal laws concerning pollution of rivers and streams while performing work under this Contract. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, herbicides and insecticides from entering public waters. Water used in on-site material processing, concrete curing, foundation and concrete cleanup, and other waste waters shall not be allowed to reenter a stream if an increase in the turbidity of the stream could result therefrom.

1.10 BURNING

Air pollution restrictions applicable to this project are as follows: Materials shall not be burned on the premises. If the CONTRACTOR elects to dispose of waste materials off the premises, by burning, he shall make his own arrangements for such burning area and shall, as specified in the General Conditions, conform to all applicable regulations

1.11 DUST CONTROL

The CONTRACTOR shall maintain all excavations, stockpiles, access roads, waste areas, and all other work free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to others. Approved temporary methods consisting of sprinkling, chemical treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs

1.12 EROSION CONTROL

- A. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall be graded to control erosion within acceptable limits. Temporary control measures shall be provided and maintained until permanent drainage facilities are completed and operative. The area of bare soil exposed at any one time by construction operations, should be held to a minimum.
- B. Any erosion control measures shown on the plans are considered to be minimum requirements. It is the CONTRACTOR's responsibility to provide erosion control and prevent migration of silt.

1.13 CORRECTIVE ACTION

The CONTRACTOR shall, upon receipt of a notice in writing of any noncompliance with the foregoing provisions, take immediate corrective action. If the CONTRACTOR fails or refuses to comply promptly, OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs of

damages by the CONTRACTOR unless it was later determined that the CONTRACTOR was in compliance.

1.14 POST-CONSTRUCTION CLEANUP, REMOVAL AND RESTORATION

The CONTRACTOR shall, unless otherwise instructed in writing by the OWNER, remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed areas shall be graded and filled and the entire area seeded.

END OF SECTION 01120

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED

Shop drawings, descriptive literature, project data and samples (when samples are specifically requested) for all manufactured or fabricated items shall be submitted by the CONTRACTOR to the OWNER for examination and review in the form and in the manner required by the OWNER. All submittals shall be furnished with three (3) copies with at least one (1) hard and one (1) digital format to be retained by the OWNER and shall be checked and reviewed by the CONTRACTOR before submission to the OWNER. The review of the submittal by the OWNER shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Review of such submittal will not relieve the CONTRACTOR of the responsibility for any errors which may exist as the CONTRACTOR shall be responsible for the dimensions and design of adequate connections, details, and satisfactory construction of all work. Materials or equipment for which submittals are required should not be ordered until submittals have been reviewed and approved. Ordering materials and equipment beforehand are at the CONTRACTOR's risk.

1.02 DEFINITIONS

The term "submittals" shall mean shop drawings, manufacturer's drawings, catalog sheets, brochures, descriptive literature, diagrams, schedules, calculations, material lists, performance charts, test reports, office and field samples, and items of similar nature which are normally submitted for the OWNER's review for conformance with the design concept and compliance with the Contract Documents.

1.03 CONTRACTOR'S ULTIMATE RESPONSIBILITY

Review by the OWNER of shop drawings or submittals of material and equipment shall not relieve the CONTRACTOR from the responsibilities of furnishing same of proper dimension, size, quantity, materials and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Review shall not relieve the CONTRACTOR from responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Review of shop drawings shall not be construed as releasing the CONTRACTOR from the responsibility of complying with the Specifications.

1.04 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. Shop drawings are defined as original drawings prepared by the CONTRACTOR, subcontractors, suppliers, or distributors performing work under this Contract. Shop drawings illustrate some portion of the work and show fabrication, layout, setting or erection details of equipment, materials and components. The CONTRACTOR shall, except as otherwise noted,

have prepared the number of reviewed copies required for his distribution plus one (1) hard copy and one (1) soft or digital copy which will be retained by the OWNER. Shop drawings shall be folded to an approximate size of 8-1/2 inch x 11 inch and in such manner that the title block will be located in the lower right hand corner of the exposed surface.

- B. Project data shall include manufacturer's standard schematic drawings modified to delete information which is not applicable to the Project, and shall be supplemented to provide additional information applicable to the Project. Each copy of descriptive literature shall be clearly marked to identify pertinent information as it applies to the Project.
- C. Where samples are required, they shall be adequate to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged. Provide sufficient size and quantity to clearly illustrate functional characteristics of product and material, with integrally related parts and attachment devices, along with a full range of color samples.
- D. The CONTRACTOR shall review and check submittals, and indicate his review by initials and date.
- E. If the submittals deviate from the Contract Drawings and/or Specifications, the Contractor shall advise the Engineer, in letter of transmittal of the deviation and the reasons therefore. All changes shall be clearly marked on the submittal with a bold mark other than red. Any additional costs for modifications shall be borne by the Contractor.
- F. In the event the Engineer does not specifically reject the use of material or equipment at variance to that which is shown on the Drawings or specified, the CONTRACTOR shall, at no additional expense to HCWD1, and using methods reviewed by the Engineer, make any changes to structures, piping, controls, electrical work, mechanical work, etc., that may be necessary to accommodate this equipment or material. Should equipment other than that on which design drawings are based be accepted by the Engineer, shop drawings shall be submitted detailing all modification work and equipment changes made necessary by the substituted item.
- G. Additional information on particular items, such as special drawings, schedules, calculations, performance curves, and material details, shall be provided when specifically requested in the Technical Specifications.
- H. Submittals for all electrically operated items (including instrumentation and controls) shall include complete wiring diagrams showing lead, runs, number of wires, wire size, color coding, all terminations and connections, and coordination with related equipment.
- I. Equipment shop drawings shall indicate all factory or shop paint coatings applied by suppliers, manufacturers and fabricators; the CONTRACTOR shall be responsible for insuring the compatibility of such coatings with the field-applied paint products and systems.
- J. Fastener specifications of manufacturer shall be indicated on equipment shop drawings.

- K. Where manufacturer's brand names are given in the Specifications for building and construction materials and products, such as grout, bonding compounds, curing compounds, masonry cleaners, waterproofing solutions and similar products, the Contractor shall submit names and descriptive literature of such materials and products he proposes to use in this Contract.
- L. No material shall be fabricated or shipped unless the applicable drawings or submittals have been reviewed by the Engineer and returned to the CONTRACTOR.
- M. All bulletins, brochures, instructions, parts lists, and warranties packaged with and accompanying materials and products delivered to and installed in the Project shall be saved and transmitted to the OWNER.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Verify field measurements, benchmarks, field construction criteria, catalog numbers and similar data and coordinate each submittal with requirements of Work and Contract Documents.
- B. Notify the OWNER, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- C. Begin no work, and have no material or products fabricated or shipped which required submittals until return of submittals with OWNER's stamp or signature indicating review.

END OF SECTION 01300

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work of all crafts and trades shall be laid out to lines and elevations as established by the Contractor from the Drawings or from instructions by the Engineer.
- B. Unless otherwise shown, all work shall be plumb and level, in straight lines and true planes, parallel or square to the established lines and levels. The Work shall be accurately measured and fitted to tolerance as established by the best practices of the crafts and trades involved, and shall be as required to fit all parts of the Work carefully and neatly together.
- C. All equipment, materials and articles incorporated into the Work shall be new and of comparable quality to that specified. All workmanship shall be first-class and shall be performed by mechanics skilled at, and regularly employed in, their respective trades.
- D. The CONTRACTOR shall determine that the equipment he proposes to furnish can be brought into the facility and installed in the space available. Equipment shall be installed so that all parts are readily accessible for inspection and maintenance.

1.02 WORKMANSHIP

Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.03 MANUFACTURERS' INSTRUCTIONS

Comply with manufacturers' instructions in full detail as to shipping, handling, storing, installing, start-up and operation.

1.04 TESTING SERVICES

- A. Tests, inspections and certifications of materials, of equipment, of subcontractors' work, or of completed work shall be provided by the CONTRACTOR, as required by the various sections of the Specifications, and all costs for such tests, inspections and certifications shall be included in the Contract Price. Testing services are considered incidental to the installation of the Project. Tests shall include, but not be limited to, hydrostatic pressure, chlorine disinfecting, bacteriological, low pressure air, deflection (mandrel), vacuum, exfiltration, CCTV inspection, concrete compression strength, soil density, and compaction.
- B. The CONTRACTOR shall submit the name of testing laboratory proposed for use on the Project to OWNER, for approval.
- C. The CONTRACTOR shall deliver written notice to the OWNER at least two (2) work days in advance of any inspections or tests to be made at the Project site. All inspections or tests to be conducted in the field shall be done in the presence of OWNER or his representative.

D. Certifications by independent testing laboratories may be by properly attested copies of the data including scientific procedures and results of tests.

END OF SECTION 01400

SECTION 01535 - PROTECTION OF INSTALLED WORK

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Protection for products, including OWNER-provided products, after installation.
- B. CONTRACTOR shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in the General Conditions and herein.

1.02 RELATED REQUIREMENTS

Division 1 - General Requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PROTECTION AFTER INSTALLATION

- A. Protect installed products and control traffic in immediate area to prevent damage from subsequent operations.
- B. Restrict traffic of any kind across planted lawn and landscape areas.

END OF SECTION 01535

SECTION 01560 - TEMPORARY CONTROLS AND UTILITIES

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Dust control.
- B. Erosion and sediment control.
- C. Temporary Electricity

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DUST CONTROL

- A. Execute work by methods to minimize raising dust from construction operations.
- B. Provide positive means to minimize construction or traffic generated dust from dispersing into atmosphere.
- C. Provide spraying of construction traffic areas with water to hold dust leaving the construction site to the minimum amounts allowed by regulations.

3.02 EROSION AND SEDIMENT CONTROL

- A. Adhere to the requirements and provisions of KPDES General Permit (KYG20) for storm water discharges to small Municipal Storm Sewer Systems (sMS4), where applicable.
- B. Adhere to the requirements and provisions of KPDES General Permit (KYR10) for storm water discharges associated with small construction activities that disturb 1 acre or greater.
- C. At a minimum, provide the following:
- D. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- E. Minimize amount of bare soil exposed at one time.
- F. Provide temporary measures such as berms, dikes, drains, hay bales, gabions, etc., as directed by the Engineer so as to minimize siltation due to runoff.
- G. Construct fill and waste areas by selective placement to avoid erosive exposed surface of silts or clays.

- H. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

3.03 REQUIREMENTS OF REGULATORY AGENCIES

- A. Obtain and pay for all permits not provided by the OWNER as required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of the OWNER.
- C. Comply with applicable codes.

3.04 REMOVAL

- A. Completely remove temporary materials, equipment, and miscellaneous items upon completion of construction and approval of the OWNER.
- B. Repair damage caused by installation and restore to specified or original condition.

3.05 TEMPORARY ELECTRICITY

Electrical services for construction needs and for lighting and heating the work area will be provided by the CONTRACTOR.

3.06 TEMPORARY WATER

Water for testing water and (sanitary sewer systems) will be provided by the OWNER.

END OF SECTION 01560

SECTION 01565 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. All Work shall adhere to the requirements and provisions of KPDES General Permit (KYG20) for storm water discharges to small Municipal Storm Sewer Systems (sMS4), where applicable.
- B. All Work shall adhere to the requirements and provisions of KPDES General Permit (KYR10) for storm water discharges associated with small construction activities that disturb 1 acre or greater.
- C. The Contractor shall do all Work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to the adjacent wetlands or water courses.
- D. The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction.
- E. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

PART 2 - PRODUCTS

2.01 MATERIALS

Silt checks shall be constructed of No. 1 coarse aggregate as defined by the Kentucky Transportation Cabinet. Filter fabric for sediment traps shall be of suitable materials acceptable to the OWNER. Bales may be hay or straw, and shall be reasonably clean and free of noxious weeds and deleterious materials.

PART 3 - EXECUTION

3.01 METHODS OF CONSTRUCTION

- A. The CONTRACTOR shall use any of the acceptable methods necessary to control soil erosion and prevent the flow of sediment to the maximum extent possible. These methods shall include, but not be limited to, the use of silt fences, hay bales, water diversion structures, temporary revegetation, diversion ditches and settling basins.
- B. Construction operations shall be restricted to the areas of work indicated on the Drawings and to the area which must be entered for the construction of temporary or permanent facilities.

The OWNER has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, borrow and fill operations and to direct the CONTRACTOR to provide immediate permanent or temporary pollution control measures to prevent contamination of the wetlands and adjacent watercourses. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, or other control devices or methods as necessary to control erosion.

- C. Excavated soil material shall not be placed adjacent to the wetlands or watercourses in a manner that will cause it to be washed away by high water or runoff. Earth berms or diversions shall be constructed to intercept and divert runoff water away from critical areas. Diversion outlets shall be stable or shall be stabilized by means acceptable to the Engineer. If for any reason construction materials are washed away during the course of construction, the CONTRACTOR shall remove those materials from the fouled areas as directed by the OWNER.
- D. For Work within easements or rights-of-way, all materials used in construction such as excavation, backfill, roadway, and pipe bedding and equipment shall be kept within the limits of these easements or rights-of-way.
- E. The CONTRACTOR shall not pump silt-laden water from trenches or other excavation into the wetlands, or adjacent watercourses. Instead, silt-laden water from his excavations shall be discharged within areas surrounded by baled hay or into sediment traps or ensure that only sediment-free water is returned to the watercourses. Damage to vegetation by excessive watering or silt accumulation in the discharge area shall be avoided.
- F. Prohibited construction procedures include, but are not limited to the following:
 - 1. Dumping of spoil material into any streams, wetlands, surface waters, or unspecified locations.
 - 2. Indiscriminate, arbitrary, or capricious operation of equipment in wetlands or surface waters.
 - 3. Pumping of silt-laden water from trenches or excavations into surface waters, or wetlands.
 - 4. Damaging vegetation adjacent to or outside of the construction area limits.
 - 5. Disposal of trees, brush, debris, paints, chemicals, asphalt products, concrete curing compounds, fuels, lubricants, insecticides, wash water from concrete trucks or hydro seeders, or any other pollutant in wetlands, surface waters, or unspecified locations.
 - 6. Permanent or unauthorized alteration of the flow line of any stream.
 - 7. Open burning of debris from the construction work.
- G. Any temporary working roadways required shall be clean fill approved by the Engineer. In the event fill is used, the CONTRACTOR shall take every precaution to prevent the fill from

mixing with native materials of the site. All such foreign fill materials shall be removed from the site following construction.

3.02 EROSION CHECKS

- A. The CONTRACTOR shall furnish and install baled hay or straw erosion checks surrounding the base of all deposits of stored excavated material outside of the disturbed area, and where indicated by the OWNER. Checks located surrounding stored material shall be located approximately 6 feet from that material. Bales shall be held in place with two 2 inch by 2 inch by 3 feet wooden stakes. Each bale shall be butted tightly against the adjoining bale to preclude short circuiting of the erosion check.
- B. The CONTRACTOR shall remove silt and sediment from the site as it accumulates at erosion checks and repair damaged checks during construction.

3.03 REMOVAL OF BMPs

The CONTRACTOR shall remove all erosion control materials from the site as soon as the potential for erosion has been eliminated and when approved by the OWNER. Reseed area where hay bales or silt fence has been removed.

END OF SECTION 01565

SECTION 01570 - TRAFFIC REGULATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Construction parking control.
- B. Flagmen.
- C. Flares and lights.
- D. Haul routes.
- E. Removal of controls.

PART 2 - PRODUCTS

2.01 SIGNS AND DEVICES

- A. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- B. Flagman Equipment: As required by local jurisdictions.

PART 3 - EXECUTION

3.01 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and OWNER's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.02 TRAFFIC CONTROL

- A. Whenever and wherever, in the Engineer's opinion, traffic is sufficiently congested or public safety is endangered, Contractor shall furnish uniformed officers to direct traffic and to keep traffic off any highway area affected by construction operations.
- B. CONTRACTOR shall abide by city, county, state, and federal military regulations governing utility construction work.
- C. Traffic control shall be provided according to the Kentucky Department of Highways Manual on Uniform Traffic Control Devices for Streets and Highways.

3.03 FLAGMEN

Provide trained and equipped flagmen to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.04 FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.05 HAUL ROUTES

- A. Consult with authorities to establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.06 REMOVAL OF CONTROLS

Remove equipment and devices when no longer required.

END OF SECTION 01570

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01720 - Project Record Documents.

1.02 SUBSTANTIAL COMPLETION

- A. The CONTRACTOR shall submit written certification to Engineer that project is substantially complete and list of major items to be completed or corrected.
- B. OWNER will make an inspection within seven days after receipt of certification, together with OWNER's representative.
- C. Should OWNER consider that work is substantially complete:
 - 1. Contractor shall prepare, and submit to OWNER, a list of the items to be completed or corrected, as determined by on-site observation.
 - 2. Engineer will prepare and issue a Certificate of Substantial Completion, containing:
 - a. Date of Substantial Completion.
 - b. CONTRACTOR's list of items ("Punch List") to be completed or corrected, verified and amended by OWNER.
 - c. The time within which CONTRACTOR shall complete or correct work of listed items.
 - d. Time and date OWNER will assume possession of work or designated portion thereof.
 - 3. CONTRACTOR: Complete work listed for completion or correction, within designated time.
- D. Should OWNER consider that work is not substantially complete:
 - 1. He shall notify CONTRACTOR, in writing, stating reasons.
 - 2. CONTRACTOR: Complete work, and send second written notice to Engineer, certifying that Project or designated portion of project is substantially complete.
 - 3. OWNER will review work again.

1.03 FINAL INSPECTION

- A. CONTRACTOR shall submit written certification that:

1. Project has been inspected for compliance with Contract Documents.
 2. Work has been completed in accordance with Contract Documents.
 3. Equipment and systems have been tested in presence of OWNER's representative and are operational.
 4. Project is completed and ready for final inspection.
- B. OWNER will make final on-site observation/review within seven (7) days after receipt of certification.
- C. Should OWNER consider that work is finally complete in accordance with requirements of Contract Documents, he shall request CONTRACTOR to make Project Closeout submittals.
- D. Should OWNER consider that work is not finally complete:
1. He shall notify CONTRACTOR, in writing, stating reasons.
 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send second written notice to Engineer certifying that work is complete.
 3. OWNER will review the work again.

1.04 FINAL CLEAN UP

The work will not be considered as completed and final payment made until all final cleanup has been done by the CONTRACTOR in a manner satisfactory to the Engineer.

1.05 CLOSEOUT SUBMITTALS

Project Record Documents: to requirements of Section 01720.

1.06 FINAL APPLICATION FOR PAYMENT

CONTRACTOR shall submit final applications in accordance with requirements of the Contract.

END OF SECTION 01700

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01300 - Submittals.

1.02 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site, one copy of Contract Drawings, Specifications, Addenda, and Shop Drawings.
- B. Store documents in location, apart from documents used for construction.
- C. Maintain documents in clean, dry legible condition.
- D. Do not use record documents for construction purposes.
- E. Make documents available at all times for inspection by Engineer and HCWD1.

1.03 RECORDING

- A. Label each document "RECORD DRAWING" in 2-inch high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Contract Drawings: Legibly mark to record actual construction:
 - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Change Order or Field Order.
 - 5. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order or Field Order.

3. Other matters not originally specified.

F. Shop Drawings: Maintain as record documents; legibly annotate Shop Drawings to record changes made after review.

1.04 SUBMITTAL

A. At completion of project, deliver:

1. Record drawings.
2. Spare parts, if necessary.
3. Operations and maintenance manuals.
4. Start-up reports of vendors, suppliers, subcontractors.
5. Release of Lien.

B. Prior to final payment, CONTRACTOR should deliver:

1. Request letter of certification and initiation of warranty period from OWNER.
2. Accompany submittal with transmittal letter, in duplicate, containing:
 - a. Date
 - b. Project title and number.
 - c. Contractor's name and address.
 - d. Title and number of each record document.
 - e. Certification that each document as submitted is complete and accurate.
 - f. Signature of Contractor or his authorized representative.

END OF SECTION 01720

DIVISION 2

SITE WORK

SECTION 02110 - SITE CLEARING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Clear site within construction limits of trees and shrubs and other vegetation.
- B. Remove surface debris.

1.02 REGULATORY REQUIREMENTS

Conform to applicable local codes and ordinances for disposal of debris.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXISTING TREES AND OTHER VEGETATION

- A. The CONTRACTOR shall not cut or injure any trees or other vegetation outside right-of-way or easement lines and outside areas to be cleared, as indicated on the Drawings, without written permission from OWNER. The CONTRACTOR shall be responsible for all damage done outside these lines.
- B. Trees shall be removed within permanent and temporary easement lines or right-of-way lines for the construction of water, sanitary sewer and storm lines and appurtenances.

3.02 CLEARING

- A. From areas to be cleared, the CONTRACTOR shall cut or otherwise remove all trees, brush, and other vegetable matter such as snags, bark and refuse. The ground shall be cleared to the width of the permanent easement or right-of-way unless otherwise directed by the Engineer.
- B. Except where clearing is done by uprooting with machinery, trees, stumps, and stubs to be cleared shall be cut as close to the ground surface as practicable, but no more than 6 inches above the ground surface for small trees and 12 inches for larger trees.
- C. Elm bark shall be either buried at least 1-foot-deep or burned in suitable incinerators off site with satisfactory antipollution controls and fire prevention controls, to prevent the spread of Dutch Elm disease and as required by applicable laws.
- D. NO TREES shall be cut or disturbed without prior written permission.

3.03 GRUBBING

From areas to be grubbed, the CONTRACTOR shall remove completely all stumps, remove to a depth of 12 inches all roots larger than 3-inch diameter, and remove to a depth of 6 inches

all roots larger than 1/2-inch diameter. Such depths shall be measured from the existing ground surface or the proposed finished grade, whichever is lower.

3.04 STRIPPING OF TOPSOIL

Prior to starting general excavation, strip topsoil to a depth of 6 inches or to depths required by the plans. Do not strip topsoil in a muddy condition and avoid mixture of subsoil. Stockpile the stripped topsoil within easement or right-of-way lines for use in finish grading and site restoration. Topsoil stockpiled shall be free from trash, brush, stones over 2 inches in diameter and other extraneous material.

3.05 PROTECTION

- A. Protect trees, shrubs and other plant growth if required by special provision of the easement as final landscaping.
- B. Protect bench marks and existing work from damage or displacement.
- C. Maintain designated site access for vehicle and pedestrian traffic.

3.06 REMOVAL

- A. All material resulting from clearing and grubbing and not scheduled for reuse shall become the property of the CONTRACTOR and shall be suitably disposed of off-site, unless otherwise directed by the OWNER, in accordance with all applicable laws, ordinances, rules and regulations.
- B. Such disposal shall be performed as soon as possible after removal of the material and shall not be left until the final period of cleaning up.

END OF SECTION 02110

SECTION 02150 - SHORING AND BRACING

PART 1 - GENERAL

1.01 SUMMARY

- A. Shoring and bracing of excavations shall be performed by the CONTRACTOR in compliance with Occupational Safety and Health Administration (OSHA) requirements and other applicable codes.
- B. Shore and brace sidewalls in excavations with steel sheet piles with wale systems or soldier piles with timber lagging and tie back system as required to protect existing buildings, utilities, roadways, and improvements.
- C. Maintain shoring and bracing during construction activities, and remove shoring and bracing if practical when construction and filling is complete.

1.02 SUBMITTALS

Provide copies of information on methods of the shoring and bracing system proposed for the work, design basis, calculations where applicable, and copies of shop drawings for inclusion in the project and job-site record files.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Shoring and bracing system design shall be prepared and sealed by a registered professional engineer or structural engineer. The system design shall provide the sequence and method of installation and removal. Shoring and bracing system design shall be in accordance with OSHA requirements 29 CFR Section 1926.652.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel Sheet Piles: Heavy-gauge steel sheet.
- B. Soldier Piles: Steel H-beams.
- C. Timber Lagging: Heavy timber. Pressure treated with wood preservative for use below water table for extended time period.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install in proper relation with adjacent construction. Coordinate with work of other sections.
- B. Locate shoring and bracing to avoid permanent construction. Anchor and brace to prevent collapse.

END OF SECTION 02150

SECTION 02225 - EXCAVATING, BACKFILLING, AND COMPACTING FOR UTILITIES

PART 1 - GENERAL

1.01 WORK INCLUDED

The CONTRACTOR shall make excavations in such widths and depths as will give suitable room for below grade vaults, pump stations, etc., laying pipe to the lines, grades and elevations, furnish, place and compact all backfill materials specified herein or denoted on the Drawings. The materials, equipment, labor, etc., required herein are to be considered as part of the requirements and costs for installing the various pipes, structures and other items they

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Crushed stone material shall conform with the requirements of the applicable sections of the Kentucky Bureau of Highways Standard Specifications and shall consist of clean, hard, and durable particles or fragments, free from dirt, vegetation or objectionable materials.
- B. Two types of crushed stone material are used in this Section, No. 9 Aggregate and Dense Graded Aggregate (DGA).

PART 3 - EXECUTION

3.01 EXCAVATION OF TRENCHES

- A. Unless otherwise directed by the OWNER, trenches are to be excavated in open cuts.
 - 1. Where pipe is to be laid in gravel bedding or concrete cradle, the trench may be excavated by machinery to, or just below, the designated subgrade, provided that the material remaining at the bottom of the trench is no more than slightly disturbed and is suitable to support the installed pipe.
 - 2. Pipe shall never be laid directly on trench bottom.
- B. Trenches shall be sufficient width (minimum 30 inches) to provide working space on each side of the pipe and to permit proper backfilling around the pipe.
 - a. The CONTRACTOR shall remove only as much of any existing pavement as is necessary for the prosecution of the Work. The pavement shall be saw cut without extra compensation to the CONTRACTOR, to prevent damage to the remaining road surface. Where pavement is removed in large pieces, it shall be disposed of before proceeding with the excavation.
- C. All excavated materials shall be placed a safe distance back from the edge of the trench.

- D. Unless specifically directed otherwise by the OWNER, not more than 500 feet of trench shall be opened ahead of the pipe laying work of any one crew, and not more than 500 feet of open ditch shall be left behind the pipe laying work of any one crew. Watchmen or barricades, lanterns and other such signs and signals as may be necessary to warn the public of the dangers in connection with open trenches, excavations and other obstructions, shall be provided by and at the expense of the CONTRACTOR. Temporary fencing will be required around any excavation in a residential area left unmonitored.
- E. When so required, or when directed, only one-half of street crossings and road crossings shall be excavated before placing temporary bridges over the side excavated, for the convenience of the traveling public. All backfilled ditches shall be maintained in such manner that they will offer no hazard to the passage of traffic. The convenience of the traveling public and the property owners abutting the Rehabilitation shall be taken into consideration. All public or private drives shall be promptly backfilled or bridged at the direction of the OWNER.
- F. Trench excavation shall include the removal of earth, rock, or other materials encountered in the excavating to the depth and extent shown or indicated on the Drawings.

3.02 WATER AND FORCE MAIN BEDDING

- A. Piping for water and force mains shall be supported as follows:
 - 1. The trench bottom for water and force main piping shall be excavated 6 inch below the pipe invert and bedded with a relatively smooth and free of frozen material, clodded dirt, foreign material and rock or granular material larger than 1/2 inch in diameter. When the trench is made through rock, the bottom shall be lowered to provide 6 inches of clearance around the pipe. No. 9 crushed stone bedding shall be used to bring the trench bottom to grade.
- B. After each pipe has been brought to grade, aligned, and placed in final position, earth material for water and force main piping in areas not subject to vehicular traffic and material for water and force mains in paved areas, shall be deposited and densified under the pipe haunches and on each side of the pipe up to the spring line of the pipe to prevent lateral displacement and hold the pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations. Densified bedding material shall be mechanically tamped in 6-inch layers to obtain the maximum possible compaction as specified in Articles 3.08 and 3.09 herein.
- C. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective.
- D. Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate. It is the Contractor's responsibility to contact the Engineer when this is encountered.

- E. The depth of the foundation is dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required No. 9 crushed stone bedding material can be placed.
- F. It should be noted that no pipe shall be laid on solid or blasted rock.
- G. Pipe bedding as required in Paragraphs A, B, C, and D of this Section is not considered a separate pay item.

3.03 WATER AND FORCE MAIN BACKFILLING

A. Initial Backfill:

1. This backfill is defined as that material which is placed over the pipe from the spring line to a point 6 inches above the top of the pipe. For water main piping in areas not subject to vehicular traffic, initial backfill material shall be earth material free of rocks, acceptable to the Engineer or with No. 9 crushed stone when a condition exists mentioned in Paragraph A, 3. below. For water main piping in paved areas, initial and final backfill shall be No. 9 crushed stone material, full depth. Granular backfill material shall be mechanically tamped in approximately 8-inch layers to obtain maximum possible compaction as specified in Articles 3.08 and 3.09 herein.
2. Material used, whether earth or crushed stone material, in the initial backfilling is not a separate pay item. Payment for the material is included in the unit price per linear foot of water main.
3. In areas where large quantities of rock are excavated and the available excavated earth in the immediate vicinity is insufficient for placing the required amount of backfill over the top of the pipe as set forth in Paragraph A.1, the Contractor shall either haul in earth or order No. 9 crushed stone material for backfilling over the pipe. Neither the hauling nor placement of earth nor the ordering and placement of crushed stone material to fulfill the backfill requirements set forth herein is considered a separate pay item.

B. Final Backfill:

1. There are two cases where the method of final backfilling varies. The various cases and their trench situations are as follows:
 - a. Case I - Areas not subject to vehicular traffic.
 - b. Case II - Paved areas including streets, drives, parking areas, and sidewalks.
2. In all cases, walking or working on the completed pipelines, except as may be necessary in backfilling, will not be permitted until the trench has been backfilled to a point 6 inches above the top of the pipe. The method of final backfilling for each of the above cases is as follows:

- a. Case I - The trench shall be backfilled from a point 6 inches above the top of the pipe to a point 12 inches below the surface of the ground with earth material free from large rock (greater than 6 inches in the longest dimension), acceptable to the Engineer. The final backfill shall be mechanically tamped in approximately 18-inch layers to obtain maximum possible compaction as specified in Articles 3.08 and 3.09 herein. The remainder of the trench shall be backfilled with topsoil material free of any rocks.
- b. Case II - The trench shall be backfilled from a point 6 inches above the top of the pipe to pavement replacement subgrade with No. 9 crushed stone aggregate material. The backfill shall be mechanically tamped in approximately 18-inch layers to obtain the maximum possible compaction as specified in Articles 3.07. The remaining backfill shall be as follows:
 - i. For gravel surfaces - DGA material mechanically tamped to maximum possible compaction. The trench may be left with a slight mound if permitted by the Engineer.
 - ii. For bituminous and concrete surfaces - Bituminous and concrete pavement sections as noted on the Drawings and as specified for Bituminous Pavement Replacement and Concrete Pavement Replacement.
 - iii. Earth and crushed stone material used in final backfill is not a separate pay item. Payment shall be included in the price of water and force main.
 - iv. DGA material used in final backfill for gravel surfaces shall be included in the unit price of the pipe. DGA material used as base for pavements shall be included in the unit price for pavement replacement.
- C. A sufficient amount of DGA material shall be stockpiled to insure immediate replacement by the CONTRACTOR of any settled areas. No extra payment will be made for the filling in of settled or washed areas by the Contractor.
- D. Excavated materials from trenches, in excess of quantity required for trench backfill, shall be disposed of by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to obtain location or permits for its disposal, unless specific waste areas have been designated on the Drawings or noted in these Specifications. The cost of disposal of excess excavated materials, as set forth herein, no additional compensation being allowed for hauling or overhaul.

3.04 GRAVITY SEWER BEDDING

- A. Piping for gravity sewers shall be supported as follows:
 - 1. All gravity sewer piping shall be laid on a bed of granular material except when a concrete encasement situation occurs. All pipe bedding material shall be No. 9 crushed stone aggregate and shall be placed to a depth of 6 inches in an earth trench and 6 inches in a

rock trench. Aggregate bedding shall be graded to provide for a uniform and continuous support beneath the pipe at all points.

- B. After each pipe has been brought to grade, aligned, and placed in final position, No. 9 crushed stone material shall be deposited and densified under the pipe haunches and on each side of the pipe up to the spring line of the pipe to prevent lateral displacement and hold the pipe in proper position during subsequent pipe jointing, bedding, and backfilling operations. Densified bedding material shall be mechanically tamped in approximately 8-inch layers to obtain maximum possible compaction as specified in Articles 3.08 and 3.09 herein.
- C. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or line, or where backfill materials are of such a fluid nature that such movements of pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. When this condition is encountered the Engineer must be contacted.
- D. Where an unstable (i.e., water, mud, etc.) trench bottom is encountered, stabilization of the trench bottom is required. This is to be accomplished by undercutting the trench depth and replacing to grade with a foundation of crushed stone aggregate. When this condition is encountered the Engineer must be contacted.
- E. The depth of the foundation is dependent upon the severity of the trench bottom. The size of stone aggregate used in the foundation will be determined by the condition of the unstable material. Once the trench bottom has been stabilized, the required No. 9 crushed stone bedding material can be placed.
- F. It should be noted that no pipe shall be laid on solid or blasted rock.
- G. Pipe bedding, as Shown on the plans.

3.05 ADS N12 Bacfill

- A. Initial Backfill:
 - 1. This backfill is defined as that material which is placed over the pipe from the spring line to a point 6 inches above the top of the pipe. For gravity sewer piping the material shall be No. 9 crushed stone aggregate material and mechanically tamped in approximately 8-inch layers to obtain maximum possible compaction as specified in Articles 3.08 and 3.09 herein. Uneven places in the backfill shall be leveled by hand.
 - 2. Crushed stone material used in the initial backfilling is not a separate pay item. Payment for the material is included in the unit price per linear foot of gravity sewer.
 - 3. Neither the hauling nor the placement of crushed stone material to fulfill the backfill requirements set forth herein is considered a separate pay item.

B. Final Backfill:

1. As Shown on Plans

- C. Excavated materials from trenches, in excess of quantity required for trench backfill, shall be disposed of by the Contractor. It shall be the responsibility of the Contractor to obtain location or permits for its disposal, unless specific waste areas have been designated on the Drawings or noted in these Specifications. The cost of disposal of excess excavated materials, as set forth herein, no additional compensation being allowed for hauling or overhaul.

3.06 BEDDING AND BACKFILLING PROCEDURES

- A. Place all bedding in pipe trenches in horizontal layers not exceeding 6 inches in depth up to a point 6 inches or more above the top of the pipe and thoroughly compact each layer along the full trench width before the next layer is placed.
- B. Backfill shall be placed in horizontal loose lifts not exceeding 18 inches in thickness and shall be mixed and spread in a manner assuring uniform lift thickness after placing. Backfill shall then be compacted as specified in Article 3.07, Compaction, up to 8 inches from existing ground level in non-paved areas or pavement subgrade level in paved areas.
- C. Perform compaction of bedding and backfill with equipment suitable for the type of material placed and which is capable of providing the densities required. Contractor shall select compaction equipment and submit it and his proposed procedure to Engineer for approval.
- D. Bedding and backfill shall be compacted by at least two coverages of all portions of the surface of each lift by compaction equipment. One coverage is defined as the condition obtained when all portions of the surface of the material have been subjected to the direct contact of the compactor.
- E. Test the effectiveness of the equipment selected by CONTRACTOR at the commencement of compaction by construction of a small section of trench bedding or backfill within the area where material is to be placed. If tests on this section show that the specified compaction is not obtained, CONTRACTOR shall increase the number of coverages, decrease the lift thickness or obtain a different type of compactor. No additional cost to OWNER shall be incurred.

3.07 COMPACTION

Granular Material:

85% relative density (ASTM D-4253 and D-4254).

Earth Material:

90% standard proctor maximum dry density (ASTM D-698).

3.08 PLACEMENT OF IDENTIFICATION TAPE

- A. Detectable underground marking tape shall be placed over all utility lines. Care shall be taken to insure that the buried marking tape is not broken when installed and shall be Lineguard brand encased aluminum foil, Type III, or approved equal.
- B. The identification tape shall bear the printed identification of the utility line below it, such as "Caution - Buried Below". Tape shall be reverse printed; surface printing will not be acceptable. The tape shall be visible in all types and colors of soil and provide maximum color contrast to the soil. The tape shall meet the APWA color code, and shall be 2 inches in width. Colors are: yellow - gas, green - sewer, red - electric, blue - water, orange - telephone, brown - force main.
- C. The identification tape shall be the last equipment installed in the trench so as to be first out. The tape shall be buried 4 to 6 inches below top of grade. After trench backfilling, the tape shall be placed in the backfill and allowed to settle into place with the backfill. The tape may be plowed in after final settlement, installed with a tool during the trench backfilling process, unrolled before final restoration or installed in any other way acceptable to HCWD1 or Engineer.

3.09 PLACEMENT OF LOCATION WIRE

- A. Detectable underground location wire shall be placed above all non-metallic water mains and force mains. Care shall be taken to insure that the buried wire is not broken. The location wire shall be taped to the pipeline every 5 feet.
- B. The location wire shall be #12 AWG solid copper-coated steel wire.
- C. The location wire shall be continuous from valve box to valve box and shall be terminated (unconnected) with a wire nut and enough loose wire to extend 24 inches outside the valve box.

END OF SECTION 02225

SECTION 02505 - CRUSHED STONE PAVEMENT

PART 1 - GENERAL

1.01 WORK INCLUDED

Crushed stone pavement, compacted.

1.02 REFERENCES

ASTM C33 - Aggregate for Concrete.

1.03 TESTS

Gradation of stone materials shall be performed in accordance with ASTM C33.

PART 2 - PRODUCTS

2.01 MATERIALS

Crushed stone shall conform to ASTM C33, Type No. 57, Type No. 2, and No. 610.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Subgrade soils shall be compacted to at least 95 percent of standard Proctor maximum dry density. Verify compacted subgrade.
- B. Minimum slope of subgrade and pavement surface shall be one-quarter inch per foot to promote surface drainage. Verify that gradients and elevations of base are correct.

3.02 PAVEMENT THICKNESS

- A. Pavement thickness shall be provided as called for on the Drawings.
- B. Place stone in 6-inch layers and compact and level surfaces to elevations and gradients indicated.
- C. Add small quantities of sand to stone mix as appropriate to assist compaction.
- D. Add water to assist compaction. With an excess water condition, rework topping and aerate to reduce moisture content.

END OF SECTION 02505

SECTION 02510 - BITUMINOUS PAVEMENT

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide bituminous pavement for following applications, with prepared sub base and compacted base.
 - 1. Roads.
 - 2. Parking areas.
 - 3. Driveways.
- B. Provide striping for parking, roadway, and handicapped markings.

1.02 SUBMITTALS

Submit for approval product data, test reports.

1.03 REGULATORY AGENCIES

Comply with encroachment or road cut permits, governing codes and regulations of the agency having jurisdiction over the roadways impacted by the Project. Agencies may include the following and entities on Sheet 2 of the Plans:

- 1. Ft. Knox DPW.
- 2. Brandenburg Telephone Company
- 3. Nolin RECC
- 4. Ft. Knox Gas

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Prime coat: Cut-back asphalt.
- B. Tack coat: Emulsified asphalt.
- C. Asphaltic cement: AASHTO M226 and as required by local authorities.

- D. Aggregate: Crushed stone or crushed gravel.
- E. Traffic paint: Quick-drying chlorinated-rubber alkyd type, color as approved.
- F. Wheel-stops: Precast concrete of uniform color and texture with steel stakes.

PART 3 - EXECUTION

3.01 NEW PAVEMENT INSTALLATION

- A. Asphalt/aggregate Mixture: Comply with local agency Standard Specifications. Class as required by loading and use.
- B. Remove loose material from compacted sub base or existing pavement. Proof roll and check for areas requiring additional compaction. Beginning of work means acceptance of compacted sub base or condition of existing pavement and sub base.
- C. Apply prime coat to prepared surface. Apply tack coat to previous laid work and adjacent in-place concrete surfaces.
- D. Place bituminous concrete at minimum temperature of 225 degrees F in strips not less than 10' wide overlapping joints in previous courses. Complete entire base course thickness before beginning surface course.
- E. Construct curbs, where required, to dimensions indicated or if not indicated to standard shapes. Provide tack coat between curb and pavement.
- F. Begin rolling when pavement can withstand weight of roller. Roll while still hot to obtain maximum density and to eliminate roller marks.
- G. Provide 4" lane and striping paint in uniform, straight lines. Provide wheel stops where indicated and securely dowel into pavement. Protect work from traffic and damage.
- H. Thickness of bituminous surface and base shall be determined by coring of the newly constructed pavement in accordance with Kentucky Method 64-420-04, Paragraphs 1.2, 1.3, 2, and 3, with the following exceptions:
 - 1. Coring frequency shall be 500 feet.
 - 2. Exploratory cores for a deficiency shall be spaced at 100 foot intervals.
 - 3. Excess thickness will be considered as included in the Contract price per unit.
 - 4. Deficient thickness between $\frac{1}{2}$ -inch and $\frac{3}{4}$ -inch will require a deduction from the unit price in the proportion of the actual thickness to the design thickness for the area of the

deficiency as determined in accordance with the stipulated method. Deficient thickness of greater than $\frac{3}{4}$ -inch will require an additional 1-inch layer of surface to be overlaid over the area of the deficiency.

3.02 FULL WIDTH PAVEMENT REPLACEMENT

- A. Asphalt/aggregate Mixture: Comply with local agency Standard Specifications. Class as required by loading and use. All pavement section used for replacements shall be per the plans.
- B. Remove loose material from compacted sub base or existing pavement. Proof roll and check for areas requiring additional compaction. Beginning of work means acceptance of compacted sub base or condition of existing pavement and sub base.
- C. Apply prime coat to prepared surface. Apply tack coat to previous laid work and adjacent in-place concrete surfaces.
- D. Place bituminous concrete at minimum temperature of 225 degrees F in strips not less than 10' wide overlapping joints in previous courses. Complete entire base course thickness before beginning surface course.
- E. Construct curbs, where required, to dimensions indicated or if not indicated to standard shapes. Provide tack coat between curb and pavement.
- F. Begin rolling when pavement can withstand weight of roller. Roll while still hot to obtain maximum density and to eliminate roller marks.
- G. Provide 4" lane and striping paint in uniform, straight lines. Provide wheel stops where indicated and securely dowel into pavement. Protect work from traffic and damage.
- H. Thickness of bituminous surface and base shall be determined by coring of the newly constructed pavement in accordance with Kentucky Method 64-420-04, Paragraphs 1.2, 1.3, 2, and 3, with the following exceptions:
 - 1. Coring frequency shall be 500 feet.
 - 2. Exploratory cores for a deficiency shall be spaced at 100 foot intervals.
 - 3. Excess thickness will be considered as included in the Contract price per unit.
 - 4. Deficient thickness between $\frac{1}{2}$ -inch and $\frac{3}{4}$ -inch will require a deduction from the unit price in the proportion of the actual thickness to the design thickness for the area of the deficiency as determined in accordance with the stipulated method. Deficient thickness of greater than $\frac{3}{4}$ -inch will require an additional 1-inch layer of surface to be overlaid over the area of the deficiency.

3.03 TRENCH WIDTH PAVEMENT REPLACEMENT

- A. Sections of pavement shall be replaced as required to install the pipelines. Disturbed pavement shall be reconstructed to original lines and grades with bituminous binder as detailed on the Drawings and in such manner as to leave all such surfaces in fully as good or better condition than that which existed prior to these operations.
- B. Prior to trenching, the pavement shall be scored or cut to straight edges along each side of the proposed trench to avoid unnecessary damage to the remainder of the paving. Edges of the existing pavement shall be recut and trimmed as necessary to square, straight edges after the pipe has been installed and prior to placement of the binder course or concrete.
- C. Backfilling of trenches shall be in accordance with the applicable portions of Section 02225.
- D. Bituminous base or bituminous surface shall be one course construction of an appropriate base or surface JMF prepared and installed in accordance with the requirements of the Kentucky Department of Highways.
 - 1. Placement and compaction of binder course shall be in accordance with Section 403 of the Kentucky Department of Highways Standard Specifications. Minimum thickness after compaction shall be as detailed on the Drawings.
- E. Concrete base, as detailed on the Drawings, shall be 4,000 psi conforming to the applicable requirements of Division 3.
- F. Bituminous pavement replacement is a separate pay item.
 - 1. Surface course smoothness: Plus or minus 1/8-inch in 10 feet. No ponding of water is acceptable.

3.04 FULL WIDTH PAVEMENT OVERLAY

- A. Asphalt/aggregate Mixture: Comply with local agency Standard Specifications. Class as required by loading and use.
- B. Remove loose material from compacted sub base or existing pavement. Proof roll and check for areas requiring additional compaction. Beginning of work means acceptance of compacted sub base or condition of existing pavement and sub base.
- C. Apply prime coat to prepared surface. Apply tack coat to previous laid work and adjacent in-place concrete surfaces.
- D. Place bituminous concrete at minimum temperature of 225 degrees F in strips not less than 10' wide overlapping joints in previous courses. Complete entire base course thickness before beginning surface course.

- E. Construct curbs, where required, to dimensions indicated or if not indicated to standard shapes. Provide tack coat between curb and pavement.
- F. Begin rolling when pavement can withstand weight of roller. Roll while still hot to obtain maximum density and to eliminate roller marks.
- G. Provide 4" lane and striping paint in uniform, straight lines. Provide wheel stops where indicated and securely dowel into pavement. Protect work from traffic and damage.
- H. Test in-place asphalt work for thickness and smoothness. Remove and replace defective work and patch to eliminate evidence of patching. Provide the following minimum thickness and smoothness unless otherwise greater thickness is required on the Drawings:
 - 1. Pavement and base course thickness shall be placed as shown on drawings
 - 2. Surface course smoothness: Plus or minus 1/8-inch in 10 feet. No ponding of water is acceptable.

END OF SECTION 02510

SECTION 02512 – CONCRETE PAVEMENTS, WALKS, AND CURBS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This Section includes all labor, materials, equipment and related items required to complete the work of pavements, walks, and curbs shown on the Drawings and specified herein.
- B. This Section does not include the following related items:
 - 1. Clearing and grubbing.
 - 2. Earthwork, including establishing of subgrades for pavements, walks, and curbs.
 - 3. Storm drainage and utilities.
 - 4. Concrete work in connection with storm drainage.

1.02 COORDINATION

Coordinate carefully the Work specified in this Section with storm drainage and utility installations specified under other Sections of these Specifications. Notify the Engineer promptly of any conflict between work of this Section and that of other trades.

1.03 STATE SPECIFICATIONS

Where the words "State Specifications" are used herein, they shall be understood to refer to the Standard Specifications of the Kentucky Department of Highways. Reference to State Specifications is solely for the purpose of specifying kind and quality of materials and methods of construction. Where, in such specifications, the word "Engineer" or the title of any other State Official or employee appears, it shall for the purpose just stated and be understood to mean the duly authorized representative of OWNER.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Reinforcing Bars and Welded Wire Fabric: Deformed steel bars and smooth wire fabric shall comply with requirements of Section 03300.
 - 1. Furnish wire fabric in flats sheets, not rolls
- B. Concrete Materials: Comply with requirements of Section 03300, for formwork, concrete materials, admixtures, bonding materials, curing materials, and other as required.

- C. Expansion Joint Material: Comply with requirements of Section 03300, for preformed expansion joint fillers.

2.02 CONCRETE MIX, DESIGN AND TESTING

- A. Comply with requirements of applicable provisions of Section 03300, for concrete mix design, sampling and testing, and quality control.
- B. Design the mix to produce concrete having properties of compressive strength, slump range, and air content as specified in Section 03300

PART 3 - EXECUTION

3.01 SUBGRADES FOR PAVEMENTS, WALKS, AND CURBS

- A. Grading. Do any necessary grading in addition to that performed in accordance with Section 02225 to bring subgrades after final compaction to the required grades and sections for pavements and curbs.
- B. Preparation of Subgrades. Loosen exceptionally hard spots and recompact. Remove spongy and otherwise unsuitable material and replace it with stable material. Fill and tamp traces of storm drain trenches.
- C. Compaction of Subgrade. Compact the subgrades of all surface areas with appropriate compacting equipment or by other means to such degree as will ensure against settlement of the superimposed work.
- D. Checking Subgrade. Maintain all subgrade in satisfactory condition, protected against traffic and properly drained until the surface Replacement are placed. Immediately in advance of concreting, check subgrade levels with templates riding the forms, correct irregularities and compact thoroughly any added fill material. On areas to receive concrete pavement, place grade stakes spaced sufficiently to afford facility for checking subgrade levels. Correct irregularities, compacting thoroughly any fill material.
- E. Drainage Structures. Check for correct elevation and position all manhole covers, grates, and similar structures located within areas to be paved and make, or have made, any necessary adjustments in such structures.

3.02 CONCRETE WORK

- A. General. Concrete and concrete materials for work of this Section shall conform to applicable requirements of Section 03300, and, in addition the following:

1. Concrete used in all work of this Section shall be Class A and shall have a minimum 28-day allowable compressive strength of 4,000 pounds per square inch, shall contain not less than six (6) sacks of cement per cubic yard, and shall be an air entrained type, with 4 percent to 6 percent total air content, by use of an approved air entraining agent as specified under Section 03300.
- B. Requirements for forms, reinforcement, mixing, placing, finishing and curing shall be generally as specified for other concrete work under Section 03300, as modified hereinafter under particular item specification.

3.03 CONCRETE CURBS

- A. General. Concrete curb and gutter and header curb shall be constructed in accordance with State Specifications at locations shown and to details shown on the Drawings. Curved forms shall be used where curbs are curved to a radius of 100 feet or less.
 1. The Contractor may, at his option, install extruded section curb and gutter and header curb. If used, the section, equipment, jointing provisions, etc., shall be reviewed by the Engineer and approved prior to installation.
- B. Contraction Joints. Construct concrete curbs in sections 6 to 10 feet long by use of 1/8-inch steel division plates. Such plates shall be of size and shape conforming to cross sections of the concrete and shall not be bent or otherwise deformed.
- C. Expansion Joints. Provide expansion joints with premolded filler cut to shape of cross section as follows: (1) at ends of all the returns, (2) at not more than 50 feet intervals. Expansion joints shall be at least 1/4-inch wide, and if adjoining pavement is concrete, of the same width and at same locations as expansion joints in the pavement.
- D. Finish. Tamp and screed concrete as soon as placed. Remove division plates and face forms as soon as practicable; fill any honeycombed places with 1:2 mortar and give exposed surfaces a smooth, wood-float finish without plastering. Finish square corners to 1/4-inch radius and other corners to radius shown.
- E. Height. Curb height shall be as detailed on the Drawings. Transition height at handicap ramp locations to meet level of drive and walk pavement.
- F. Protection. Remove no forms (except face forms) for 24 hours after placing concrete. Barricade against vehicular traffic 14 days and against pedestrian for 3 days. Compact thoroughly the backfill behind the curb.

3.04 CONCRETE WALKS AND PAVING

- A. General. Walks in City streets or in streets to be dedicated shall be constructed in accordance with the local agency having jurisdiction over the roadway impacted or in the absence of same, in accordance with the following specifications for all other concrete walks.
- B. Concrete walks shall be one course construction, reinforced concrete nominally 5-inches thick, but in no case less than 4-inches actual thickness, of widths shown on the Drawings. Edges of walks shall be formed adequately and braced to maintain alignment. Use flexible or curved forms for all curves in walks.
 - 1. Provide integral turn-down at walk edges where abutting bituminous paving as detailed.
 - 2. Slopes. Provide grade stakes not more than 25 feet apart for all walk construction. Check tops of forms for grade before placing concrete. Introduce short vertical curves in all walks as shown on the Drawings, or at points where change in walk grade exceeds 2%. For a distance of 2 feet from top and bottom of steps, walk slopes shall not exceed 2 inch per foot. Provide 1/4 inch per foot cross slope in the direction of natural drainage, and make slight adjustments in slopes at walk intersections as necessary or directed to provide proper drainage.
 - 3. Finish. Tamp and screed the concrete true to grade and section bringing sufficient mortar to the surface for finishing and give a wood or carpet-float finish, providing that where the walk grade exceeds 5%, the surface shall be given a belted or broomed finish as directed by the Engineer. Round all edges, including those along expansion joints and scored joints to a 1/4 inch radius. Where walks terminate at curbs, finish the walk 1/4 inch above the curb providing a neat bevel.
 - 4. Expansion Joints. Provide 2-inch transverse expansion joints with premolded filler not more than 50 feet apart, also at walk junctions and intersections, at top and bottom of steps and where walks abut curb returns, buildings, platforms, or other fixed structures, or terminate at curbs. Such expansion joints are not required (except for curb returns) between walks and contiguous parallel curbs. At walk junctions and intersections, the required expansion joints shall be located at the end of each rounding or fillet. Expansion joints shall be at right angles to the slab and extend the full depth thereof; the premolded filler shall extend to within 1/4 inch of the walk surface. Locate expansion joints in all walks as nearly as practicable opposite those in abutting curbs.

5. Scored Joints. Between expansion joints, cut grooves 1/8 inch to 1/4 inch wide, at least 3/4 inch deep, and with a spacing approximately equal to the walk width but not greater than 6 feet on centers.
- C. Handicap Ramp. Provide ramped sections for handicapped access where shown and as detailed. Ramp surface shall be given a uniform medium broomed finish at right angles to ramp pitch. Install tactile warning strip of width shown in Cobble II pattern as manufactured by Paverlock, Inc., of Cincinnati, Ohio.
 - D. Other concrete paving at exterior areas shall conform to requirements shown on the Drawings.
 1. Provide reinforced concrete entrance area paving at Auditorium Building where shown. Thickness and dimensions shall be as detailed. Surface shall match grade of adjacent existing paving and finish spot grades as shown on the Drawings. The pad shall be given a uniformly textured finish to match existing paving.
 - E. Protection. Remove no forms for 24 hours after pouring concrete. Protect concrete walks and paving from pedestrian traffic for a period of 3 days after pouring, and against vehicular traffic for a period of 14 days.

3.05 CONCRETE STEPS

- A. Concrete steps shall be constructed under work of this Section where shown and as detailed on the Drawings. Verify elevations at top and bottom landings prior to laying out formwork, excavation or preparation of subgrade.
- B. Excavation and Preparation of Subgrade. Excavate for corner posts to dimensions shown, and trim subgrade of concrete to required shape and slope. Footing excavations and subgrades shall be in a firm, moist condition, prior to placing any concrete, clean and free from loose material.
- C. Build forms to details shown on the Drawings, and so as to permit their removal without damage to the concrete. Place reinforcement as detailed, properly supported to maintain it in position during placing of concrete.
- D. Finish. Place concrete, and thoroughly compact it in the forms by means of spading, rodding, tamping or vibrating so as to thoroughly work into all corners and around reinforcement. All treads shall be pitched as detailed to drain, and shall be given a uniformly textured wood or carpet float finish. Exposed edges of treads shall be rounded smoothly to 2-inch radius. Remove face forms as soon as practicable, patch any surface voids with 1:2 mortar to match color of concrete, and rub with carborundum stone and water to a uniformly textured finish. Plastering of concrete surfaces will not be permitted.

- E. Protection. Do not open steps for use for seven days after concrete is placed.
- F. A cut-back asphalt emulsion primer shall be applied to the dense graded aggregate base course prior to placing the bituminous surface course. Primer-L shall conform to the applicable provisions of the Kentucky Department of Highways Standard Specifications, Section 407 for materials and application.
- G. Compact the subgrade of all pavement areas and place and compact crushed stone base, dense graded aggregate base, and bituminous surface course in conformance with applicable sections of the Kentucky Department of Highways Standard Specifications to the lines, grades and cross-sections shown on the Drawings.
- H. Signing: Construct signs for traffic control in areas as shown on the Drawings in accordance with the MUTCD, latest edition.
- I. Striping: Lay off and stripe parking areas and service road as indicated on the Drawings and in accordance with the MUTCD, latest edition. Provide cross-hatching, stop bars, and centerline stripes for roadway to limits shown on the Drawings. Cross-hatching and stripes shall be approximately 4 inches wide, stop bars shall be 24-inches wide, of lengths indicated. Paint materials shall be as recommended in State Specifications. Color shall be white.
 - 1. Provide painted lettering for "Stop" in location shown on the Drawings. Color shall be white and material shall be as specified above.
 - 2. Paint face and top of curbs in locations shown on the Drawings. Color shall be yellow and material shall be as specified above.

END OF SECTION 02512

SECTION 02930 RESTORATION OF LAWNS AND GRASSES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work covered by this section shall include the establishment or restoration of all ground cover including areas to be seeded and/or sodded. This work shall include the supply of all materials, labor, superintendence and maintenance as outlined in these specifications.

1.02 RELATED WORK.

Section 02225 Excavating, Backfilling and Compacting for Utilities.

Section 01565 Erosion and Sediment Control

1.03 SCOPE OF THE WORK

Restoration of Fields, Lawns and Grasses by seeding and/or sod placement shall be performed on all areas which are not occupied by structures, roads, curbs and gutters, sidewalks, and concrete slab walls, etc.

PART 2 - PRODUCTS

2.01 SEED

A. The seed mixture furnished shall be in the following proportions:

Common Name

Proportion By Weight

Percent of Purity

Percent of Germination

Kentucky Bluegrass

40

90

85

Chewings Fescue

25

90

85

Italian Rye Grass

20

90

85

Red Top

10

90

85

White Clover

05

95

90

- B. All seed shall be fresh and clean and shall be delivered mixed, in unopened packages, bearing a guaranteed analysis of the seed and mixture.

2.02 SOD

- C. Sod shall be bluegrass or fine fescue sod strongly rooted and free of pernicious weeds. It shall be a uniform thickness of not more than 1 2 inches and shall have not less than : inches of soil. All sod shall be grown on a commercial turf farm and no pasture sod shall be acceptable. The source of the sod must be approved by the Engineer before it is cut for delivery.
- D. The sod shall be delivered and installed within 48 hours of being harvested by the producer.

2.03 FERTILIZER

A complete commercial fertilizer with a 1:2:2 ratio of nitrogen, phosphorus, and potassium shall be furnished. It shall be free flowing and suitable for application with approved equipment. The material shall conform to State fertilizer laws. Bagged fertilizer shall be delivered in sealed standard containers and shall bear the name, trademark, and warranty of the producer.

2.04 LIME

Lime shall be agricultural grade limestone crushed so that no less than 85% will pass a No. 10 sieve.

PART 3 - EXECUTION

3.01 SEQUENCE OF WORK

All finish grading in a general area shall be complete before fertilizing and seeding or sodding begins.

3.02 SOIL PREPARATION AND SEEDING

- A. The work consists of furnishing all labor, equipment, and materials in all operations in connection with the fertilizing and seeding of all the finished graded areas not occupied by structures, roads, concrete slabs, sidewalks, walls, etc., and including grassed areas destroyed or damaged by the CONTRACTOR.
- B. The areas to be seeded shall be thoroughly tilled to a depth of at least 4 inches by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the Engineer or, in the event of work on an existing utility easement, to the satisfaction of the easement holder. After harrowing or discing, the seed bed shall be dragged and/or hand raked to finish grade.
- C. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied not less than 24 hours nor more than 48 hours before the seed is to be sown. Fertilizer shall be applied at a rate to provide not less than 2 2 pounds of nitrogen, 5 pounds of phosphorus, and 5 pounds of potash per 1,000 square feet. Agricultural limestone shall be applied at a rate of not less than 100 pounds per 1,000 square feet.
- D. Seed shall be broadcast either by hand or approved sowing equipment at the rate of ninety pounds per acre (two pounds per 1,000 square feet), uniformly distributed over the area. Broadcasting seed during high winds will not be permitted. The seed shall be drilled or raked into a depth of approximately 2 inch and the seeded areas shall be lightly raked to cover the seed and rolled. Drill seeding shall be done with approved equipment with drills not more than 3 inches apart. All ridges shall be smoothed out, and all furrows and wheel tracks shall be removed.
- E. Seed may be sown during the following periods:

February 1 to April 15.

August 15 to October 15.

- A. Seed may not be sown at any other time except with the written approval of OWNER.
- B. After the seed has been sown, the areas so seeded shall be mulched with clean straw at the rate of one bale per 2,000 square feet (approximately 1 inch loose depth). Mulch on slopes exceeding 20% shall be held in place with binder twine staked down at approximately 18 inch centers or by other equally acceptable means.
- C. Areas seeded shall be protected until a uniform stand develops, when it will be accepted and the CONTRACTOR relieved of further responsibility for maintenance. Displaced mulch shall be replaced or any damage to the seeded area shall be repaired promptly, both in a manner to cause minimum disturbance to the existing stand of grass. If necessary to obtain a uniform stand, the CONTRACTOR shall fertilize, seed, and mulch again as needed. Scattered bare

spots up to one square yard in size will be allowed up to a maximum of ten percent (10%) of any area.

3.03 SOIL PREPARATION AND SOD PLACEMENT

- A. This work consists of furnishing all labor, equipment, and materials and all operations in connection with the placement of sod on all of the finished graded areas not occupied by structures, roads, concrete slabs, sidewalks, walls, etc., and including grassed areas destroyed or damaged by the CONTRACTOR.
- B. The areas where sod is to be placed shall be thoroughly tilled to a depth of at least 4 inches by discing, harrowing, or other approved methods until the condition of the soil is acceptable to the OWNER or, in the event of work on an existing utility easement, to the satisfaction of the easement holder . After harrowing or discing, the sod bed shall be dragged and/or hand raked to 1/2" below finish grade.
- C. The incorporation of the fertilizer and the agricultural lime may be a part of the tillage operation and shall be applied not less than 24 hours nor more than 48 hours before the sod is to be placed. Fertilizer shall be applied at a rate to provide not less than 2 1/2 pounds of nitrogen, 5 pounds of phosphorus, and 5 pounds of potash per 1,000 square feet. Agricultural limestone shall be applied at a rate of not less than 100 pounds per 1,000 square feet.
- D. Prior to the sod being placed, the area to be sodded shall be lightly watered to moisten the soil surface. The sod shall be carefully unrolled and trimmed to fit irregular areas, with the edges of the sod strips placed tightly together in such a manner as to conceal the joints between the strips. Following placement, the sod shall be lightly watered (approximately a 1/4" application) and rolled with a medium weight lawn roller to minimize any ridging at the seams.
- E. Sod may be placed whenever the sod is not dormant, and the ground is not frozen or muddy. Sod may not be placed at any other time.
- F. For a period of first two weeks following placement, the sod shall be maintained by thoroughly watering the entire area covered by the sod every second day, with a 1/2" minimum application by sprinklers or a misting hose. Lawn watering gauges shall be used to measure the application. Flooding or sheet watering will not be allowed. For the third through sixth weeks following placement, the sod shall be maintained by thoroughly watering the entire area covered by the sod twice weekly (three to four days apart), with a 1/2" minimum application by sprinklers or a misting hose. Lawn watering gauges shall be used to measure the application. Flooding or sheet watering will not be allowed.
- G. Actual rainfall event amounts received during the period of watering may be counted towards the required application totals when the amount of the rainfall exceeds 1/4" per event.
- H. In the third through sixth week following placement, the CONTRACTOR shall maintain the sodded areas by mowing to a height of not less than three inches, prior to water applications. CONTRACTOR shall not allow sod blade height to exceed five inches during this period.

- I. Following the six week watering period, the area covered by the sod will be rolled one additional time with a medium weight lawn roller, and shall be inspected by OWNER for acceptance.

3.04 RESTORATION WARRANTY

All restoration work shall carry a warranty period of 18 months upon final acceptance of work. The CONTRACTOR shall repair and address all restoration items upon notification during the warranty period at no additional cost to OWNER.

END OF SECTION 02930

DIVISION 3

CONCRETE

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Formwork.
- B. Reinforcing Steel.
- C. Expansion and Contraction Joints.
- D. Waterstops
- E. Concrete.

1.02 RELATED REQUIREMENTS

Section 02226 – Excavating, Backfilling and Compacting for Utilities.

1.03 REFERENCES

- A. ACI 350R Environmental Engineering Concrete Structures.
- B. ACI318 - Building Code Requirements for Reinforced Concrete.
- C. ACI347 - Recommended Practice for Concrete Formwork.
- D. CRSI - Manual of Standard Practice.
- E. CRSI - Placing Reinforcing Bars.
- F. ASTM - A-615, A-120, A-185, C-31, C-39.

1.04 SUBMITTALS

- A. The CONTRACTOR shall submit the following data to the OWNER for review:
 - 1. Mix designs for all mixes proposed or required to be used, including all mixes containing admixtures.
 - 2. Certification by the manufacturer that cement meets the Specification contained herein.
 - 3. Shop drawing for reinforcing steel showing bar schedules, location, and splices.
 - 4. Reports on laboratory compression tests of cylinders taken during concrete placement.
 - 5. Manufacturer's cut sheets for all other concrete related products.

PART 2 - PRODUCTS

2.01 CLASSES OF CONCRETE AND USAGE

A. Structural concrete of the various classes required shall be proportioned to produce the following 28-day compressive strengths:

1. Selection of Proportions for 4,500 psi Concrete:

- a. 4,500 psi compressive for strength at 28 days.
- b. Type I/II cement plus air.
- c. Maximum water/cement ratio - 0.42.
- d. Minimum cement content - 564 lbs. (6.0 bags)/cubic yard concrete.
- e. Nominal maximum size coarse aggregate - No. 67 (3/4-inch maximum) or No. 57 (1-inch maximum).
- f. Air content - 5% plus or minus 1% by volume.
- g. Slump - 4 inches in accordance with ASTM C-143, when measured with only an air entraining admixture. Additional slump is allowed by use of water reducing or superplasticizing admixtures.

2. Selection of Proportions for 3,000 psi Concrete:

- h. 3,000 psi compressive strength at 28 days.
- i. Type I/II cement plus air.
- j. Maximum water/cement ratio - 0.56.
- k. Minimum cement content - 470 lbs. (5.0 bags)/cubic yard concrete.
- l. Nominal maximum size coarse aggregate - No. 67 (3/4-inch maximum) or No. 57 (1-inch maximum).
- m. Air content - 5% plus or minus 1% by volume.
- n. Slump - 4 inches in accordance with ASTM C-143, when measured with only an air entraining admixture.

B. Concrete shall be used as follows:

1. 4,500 psi concrete for all concrete work except as noted below.
2. 3,000 psi concrete for encasement of piping where indicated, and thrust blocking.

C. All testing of aggregates and determination of proportions shall be or have been performed by a recognized independent testing laboratory.

D. Cement for exposed concrete shall have a uniform color classification.

E. Type I/II cement conforming to ASTM C-150 shall be used in all concrete.

F. Coarse aggregate shall be crushed stone having clean, hard, uncoated particles, and shall be free from injurious amount of soft, friable, thin, elongated or laminated pieces. Coarse aggregates shall conform to all requirements of ASTM C-33.

- G. Fine aggregates shall be natural sand having clean, hard, uncoated grains, free from injurious amounts of clay, dust, organic matter or other deleterious substances, and shall conform to ASTM C-33.
- H. Water for concrete shall be clean, fresh, and free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

2.02 ADMIXTURES

- A. An air entraining admixture shall be used on all concrete and shall be the neutralized vinsol resin type such as Master Builders MB-VR, Euclid Chemical Company AIR-MIX or equivalent. The admixture shall meet the requirements of ASTM C-260.
- B. Other admixtures (water reducing agents, accelerating agents, retarding agents, superplasticizing agents) shall be considered where necessary to meet the needs of construction.
- C. Admixtures shall be used in concrete design mixes in the same manner and proportions as in the field so that the effects of the admixtures are included in preliminary test submitted to the Engineer for review prior to the start of construction.

2.03 REINFORCEMENT

- A. The minimum yield strength of the reinforcement shall be 60,000 pounds per square inch. Bar reinforcement shall conform to the requirements of ASTM A-615. All bar reinforcement shall be deformed.
- B. Welded wire fabric shall conform to ASTM A-185 and shall be of weight and gauge as indicated on the Drawings.
- C. Reinforcement supports and other accessories in contact with the forms for members which will be exposed to view in the finished work shall be of stainless steel or shall have approved high-density polyethylene tips so that the metal portion shall be at least one-quarter of an inch from the form or surface. Supports for reinforcement, when in contact with the ground or stone fill, shall be precast stone concrete blocks.

2.04 FORMS

- A. Forms shall be of suitable material, design, and construction so as to be rigid, tight enough to prevent the passage of mortar, and plane surfaces with a tolerance of 1/16-inch in 4 feet.
- B. For surfaces to be given burlap-rubbed finish, the form surface in contact with the concrete shall be made of heavy gauge metal, new plywood (used plywood which, in the opinion of the Engineer, is substantially equal to new plywood may be used), tempered wood fiberboards with smooth surface, or similar materials. Metal forms or form linings shall have square edges so that the concrete will not have fins or fluting. Forms shall not be pieced out by use of materials different from those in the adjacent form or in such manner as will detract from the uniformity of the finished surface.

- C. For surfaces other than those to be given burlap-rubbed finish, forms shall be made of wood, metal, or other acceptable material. Wooden forms shall be constructed of sound lumber or plywood of suitable dimensions, free from knotholes and loose knots. Plywood shall be reasonable good, as accepted. Metal forms shall be of an acceptable type for the work involved. Edges of forms in contact with concrete shall be flush within 1/16-inch.
- D. Form for walls, columns, or piers shall have removable panels at the bottom for cleaning, inspection, and scrubbing-in of bonding grout. Forms for thin sections (such as walls or columns) of considerable height shall be arranged with suitable openings so that the concrete can be placed in a manner that will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the fresh concrete, unless special spouts are used to place concrete, and so that construction joints can be properly keyed and treated.
- E. Forms for exposed surfaces shall be built with 3/4-inch chamfer strips attached to produce smooth, straight chamfers at all sharp edges of concrete.
- F. Form ties to be encased in concrete shall not be made of through-bolts or common wire, but shall be of a well-established type, so made and installed as to embody the following features:
 - a. After removal of the protruding part of the tie, there shall be no metal nearer than 1 inch to the face of the concrete.
 - b. That part of the tie which is to be removed shall be at least 1/2-inch in diameter, or if smaller, it shall be provided with a wood or metal cone 1 inch long placed against the inside of the forms. Cones shall be carefully removed from the concrete after the forms have been stripped.
 - c. Ties which pass through walls subject to hydrostatic pressure shall be provided with acceptable water stops, such as washers, securely fastened to the ties.

2.05 OTHER MATERIALS

- A. Anchorage items shall be of standard manufacture and of type required to engage with the anchors to be installed therein under other sections of the Specifications and shall be subject to approval by the Engineer.
- B. Premolded expansion-joint filler strips shall conform to ASTM D-1752 and shall be 3/8-inch thick unless otherwise shown.
- C. Joint sealants shall conform to ANSI 116.1. The following joint sealants are acceptable:
 - a. Colma by Sika Corporation.
 - b. Hornflex by A. C. Horn, Inc.
 - c. Sonolastic by Sonneborn Division of Contech, Inc.
 - d.

D. GROUT

1. Precision-support grout shall consist of a non-shrink, ready-to-use, precision grout material; proportioned, pre-mixed and packaged at the factory; delivered to the job site to place with only the addition of water; forming, placing and curing as stipulated by the manufacturer.
2. Grouts which depend upon aluminum powders, chemicals, or other agents which produce gas for expansion are not acceptable.
3. Precision-support grout shall also meet the following requirements:
 - a. Free of gas producing agents.
 - b. Free of oxidizing catalysts.
 - c. Free of inorganic accelerators, including chlorides.

E. Construction Joint Water stops:

1. Polyvinylchloride (PVC) Waterstops:
 - a. Provide PVC waterstops complying with Corps of Engineers CRD C572.
 - b. Provide serrated type with a minimum thickness of 3/8 inch by a minimum width of 6 inches may be provided in specific applications as approved by the ENGINEER.
 - c. Provide PVC waterstops as manufactured by Greenstreak Plastic Products company; Vinylex Corporation, or equivalent product.
2. Adhesive Waterstop:
 - a. Provide pre-formed adhesive waterstop in construction joint locations where shown, or as alternative to PVC waterstop where appropriate.
 - b. The preformed waterstop shall meet or exceed all requirements of Federal Specifications SS S 210A, "Sealing Compounds for Expansion Joints".
 - c. Provide adhesive waterstops as manufactured by Synko Flex Products, Division of Henry Products, Inc.; or equivalent product.
3. Hydrophilic Waterstops:
 - a. Hydrophilic waterstop may be used as an alternate to the adhesive waterstop.
 - b. Provide waterstops as manufactured by Greenstreak Plastic Products Company; Adeka, Inc.; or equivalent product.

F. Membrane Forming Curing compound: ASTM C 309, Type I D.

- a. Provide without fugitive dye when requested by Engineer.

G. Epoxy Bonding Agent: Provide two-component epoxy resin bonding agent as manufactured by Sika Chemical Corporation; A.C. Horn, Incorporated; or equivalent product.

H. Adhesive Dowels:

1. Drilling equipment used and installation of adhesive dowels shall be in accordance with manufacturer's instructions.
2. Assure that embedded items are protected from damage and are not filled in with concrete.
3. Unless otherwise shown or approved by Engineer, embedment depths shall be based on a compressive strength of 2,500 psi when embedded into existing concrete.)
4. The Contractor shall comply with the adhesive material manufacturer's installation instructions on the hole diameter. The Contractor shall properly clean out the hole utilizing a synthetic brush and compressed air to remove all loose material from the hole, prior to installing adhesive capsules or material. Proper mixing of the two component system shall be done to the manufacturer's recommendations.
5. Adhesive material manufacturer's representative shall observe and demonstrate the proper installation procedures for the adhesive dowels and adhesive material at no additional expense to HCWD1. Each installer shall be certified in writing by the manufacturer to be qualified to install the adhesive dowels.
6. Provide two-component dowel installation adhesive as manufactured by Hilti Corporation, or approved equivalent product.

PART 3 - EXECUTION

3.01 FORMING

- A. Forms shall be so constructed and placed that the resulting concrete will be of the shape, lines, dimensions and to the elevations indicated on the Drawings or specified, and exposed concrete will be substantially free from board or grain marks, poorly matched joints, and other irregularities or defects.
- B. Forms shall be sufficiently rigid to prevent displacement or sagging between supports, and so constructed that the concrete will not be damaged by their removal. The CONTRACTOR shall be entirely responsible for their adequacy.
- C. All falsework to support structural slabs, beams, girders, etc., shall be designed to safely and adequately support the concrete and forms during placement and curing. The adequacy and safety of the falsework shall be the sole responsibility of the CONTRACTOR.
- D. All forms shall be oiled with an acceptable nonstaining oil or liquid form coating before reinforcement is placed.

- E. Before form material is reused, all surfaces that are in contact with the concrete shall be thoroughly cleaned, all damaged places repaired, and all projecting nails withdrawn.
- F. Except as otherwise specifically authorized by the OWNER, forms shall not be removed until the concrete has aged for the following number of days-degrees*:
 - 1. Beams and slabs: 500 day-degrees.
 - 2. Walls and vertical surfaces: 100 day-degrees.
 - 3. *Day-degree: Total number of days times average daily air temperature at surface of concrete. For example, 5 days at a daily average temperature of 60 degrees F, equals 300 day-degrees.
- G. Shores under beams and slabs shall not be removed until the concrete has attained at least 60 percent of the specified compressive strength and also sufficient strength to support safely its own weight and the construction live loads upon it.

3.02 PLACING REINFORCEMENT

- A. Reinforcement shall be bent cold to the dimensions and shapes shown on the Drawings and within tolerances specified in the CRSI Manual of Standard Practice.
- B. Before being placed in position, reinforcement shall be cleaned of loose mill and rust scale, dirt and other coatings that will interfere with development of proper bond.
- C. Reinforcement shall be accurately placed in positions shown on the Drawings and firmly held in place during placement and hardening of concrete by using annealed wire ties. Bars shall be tied at all intersections except where spacing is less than one foot in both directions, then alternate intersections may be tied.
- D. Distance from the forms shall be maintained by means of stays, blocks, ties, hangers or other approved supports. Blocks for holding the reinforcement from contact with the forms shall be precast mortar blocks or approved metal chairs. Layers of bars will be separated by precast mortar blocks or other equally suitable devices; the use of pebbles, pieces of broken stone or brick, metal pipe and other such blocks will not be permitted. If fabric reinforcement is shipped in rolls, it shall be straightened into flat sheets before being placed.
- E. Before any concrete is placed, the OWNER shall have inspected the placing of the steel reinforcement and given permission to deposit the concrete. Concrete placed in violation of this provision will be rejected and thereupon shall be removed.
- F. Unless otherwise specified, reinforcement shall be furnished in the full lengths indicated on the plans. Splicing of bars, except where shown on the plans, will not be permitted without the approval of the OWNER. Where splices are made, they shall be staggered insofar as possible.

3.03 TESTING AGGREGATES AND DETERMINING PROPORTIONS

- A. No concrete shall be used in the work until the materials and mix design have been accepted by the OWNER.
- B. The conformity of aggregates to the Specifications hereinbefore given shall be demonstrated and determined by tests per ASTM C-33 made with representative samples of the materials to be used on the work.
- C. The actual proportions of cement, aggregates, admixtures and water necessary to produce concrete conforming to the requirements set forth herein shall be determined by making test cylinders using representative samples of the materials to be used in the work. A set of four standard 6-inch cylinders shall be made and cured per ASTM C-31. Two shall be tested at 7 days and two at 28 days per ASTM C-39. The slump shall not be less than the greatest slump expected to be used in the work.
- D. Reports on the tests and a statement of the proportions proposed for the concrete mixture, shall be submitted in triplicate to the Engineer for review as soon as possible, but not less than five days prior to the proposed beginning of the concrete work. If the Contractor furnishes in writing, similar, reliable detailed information from an acceptable source, and of date not more than four months prior to the time when concrete will be used on this project, the above requirements for laboratory test may be modified by the Engineer. Such data shall derive from mixtures containing constituents, including the admixtures where used, of the same types and from the same sources as will be used on this project.
- E. The OWNER shall have the right to make check tests of aggregates and concrete, using the same materials, and to order changes as may be necessary to meet the specified requirements.
- F. The Contractor may request permission to add water at the job site; and when the addition of water is permitted by the Engineer, the quantity added shall be the responsibility of the Contractor and in no case shall the total water per bag of cement exceed the ratio set forth herein.
- G. If concrete of the required characteristics is not being produced as the work progresses, the OWNER may order such changes in proportions or materials or both, as may be necessary to secure concrete of the specified quality. The Contractor shall make such changes at his own expense and no extra compensation will be allowed because of such changes.

3.04 MIXING

- A. All central-plant and rolling-stock equipment and methods shall conform to the Truck Mixer and Agitator Standards of the Truck Mixer Manufacturers' Bureau of the National Ready Mixed Concrete Association, as well as the ACI Standards for measuring, Mixing and Placing Concrete (ACI 614), and with the ASTM Standard Specification for Ready-Mixed Concrete, Designation C94, insofar as applicable.

- B. Ready-mixed concrete shall be transported to the site in watertight agitator or mixer trucks. The quantity of concrete to be mixed or delivered in any one batch shall not exceed the rated capacity of the mixer or agitator for the respective conditions as stated on the nameplates.
- C. Central-mixed concrete shall be plant-mixed a minimum of 1-1/2 minutes per batch, and then shall be truck-mixed or agitated a minimum of 8 minutes. Agitation shall begin immediately after the premixed concrete is placed in the truck and shall continue without interruption until discharge. For transit-mixed concrete the major portion of the mixing water shall be added and mixing started immediately after the truck is charged.
- D. The amount of water initially added shall be recorded on the delivery slip for the Engineer's information; no additional water shall be added, either in transit or at the site, except as directed. Mixing (at mixing speed) shall be continued for at least 10 minutes followed by agitation without interruption until discharge. Concrete shall be discharged at the site within 1-1/2 hours after water was first added to the mix, and shall be mixed at least 5 minutes after all water has been added.
- E. Concrete which has become compacted or segregated during transportation to or in the site of the work shall be satisfactorily remixed just prior to being placed in the forms.
- F. Partially hardened concrete shall not be deposited in the forms. The retempering of concrete which has partially hardened (that is, the remixing of concrete with or without additional cement, aggregate, or water) will not be permitted.

3.05 COMPRESSION TESTS

- A. During the progress of the work, at least one (1) set of four (4) compression test cylinders shall be made for each 50 cubic yards of concrete or major fraction thereof, and not less than one such set for each type of concrete for each day's pouring. Cylinders made in the field shall be made and cured in accordance with the ASTM Standard Method of Making and Curing Concrete Test Specimens in the Field, Designation C31, except that wherever possible molds shall be left on the cylinders until they have reached the laboratory. Testing services to satisfy the requirements of ACI shall be paid for by the CONTRACTOR at his expense. Testing lab must be approved by the Engineer.
- B. One cylinder of each set shall be broken in accordance with ASTM C-39 at seven (7) days and the other two at twenty-eight (28) days. Two copies of these test results shall be submitted to the Engineer on the same day of the tests.
- C. On evidence of these tests, any concrete that fails to meet the specified strength requirements shall be strengthened or replaced as directed by the Engineer at the Contractor's expense.

3.06 METALWORK IN CONCRETE

- A. All trades shall be notified, at the proper time, to install items to be embedded in concrete.
- B. All castings, inserts, conduits, and other metalwork shall be accurately built into or encased in the concrete by the CONTRACTOR as directed, and all necessary precautions shall be taken to prevent the metalwork from being displaced or deformed.

- C. Anchor bolts shall be set by means of substantial templates.

3.07 PLACING AND COMPACTING CONCRETE

- A. At least twenty-four (24) hours before the CONTRACTOR proposes to make any placement of concrete, he shall notify the Engineer of his intention and planned procedure. Unless otherwise permitted, the work shall be so executed that a section begun any day shall be completed during daylight of the same day.
- B. No concrete shall be placed until the subgrade has been accepted in accordance with the requirements of Section 01400, Quality Control, nor shall it be placed on frozen subgrade or in water. Placement of concrete shall not be scheduled until the forms, reinforcing, and preliminary work have been accepted. No concrete shall be placed until all materials to be built into the concrete have been set and have been accepted by the various trades and by the OWNER. All such materials shall be thoroughly clean and free from rust, scale, oil, or any other foreign matter.
- C. Forms and excavations shall be free from water and all dirt, debris, and foreign matter when concrete is placed. Except as otherwise directed, wood forms and embedded wood called for or allowed shall be thorough wetted just prior to placement of concrete.
- D. Concrete placed at air temperatures below 40 degrees shall have a minimum temperature of 50 degrees F. and a maximum of 70 degrees F. when placed.
- E. Concrete shall be transported from the mixer to the place of final deposit as rapidly as practicable and by methods which will prevent separation of ingredients and avoid rehandling.
- F. Chutes for conveying concrete shall be metal or metal-lined and of such size, design, and slope as to ensure a continuous flow of concrete without segregation. The slope of chutes shall be not flatter than 1 on 2 and all parts of a chute shall have approximately the same slope. The discharge end of the chute shall be provided with a baffle, or, if required, a spout; and the end of the chute or spout shall be kept as close as practicable to, but in no event more than 5 feet above the surface of the fresh concrete. When the operation is intermittent, the chute shall discharge into a hopper.
- G. In thin sections of considerable height (such as walls and columns), concrete shall be placed in such a manner as will prevent segregation and accumulations of hardened concrete on the forms or reinforcement above the mass of concrete being placed. To achieve this end, suitable hoppers, spouts with restricted outlets, etc., shall be used as required or permitted unless the forms are provided with suitable openings.
- H. Chutes, hoppers, spouts, etc., shall be thoroughly cleaned before and after each run and the water and debris shall not be discharge inside the form.
- I. For any one placement, concrete shall be deposited continuously in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause the

formation of seams and planes of weakness within the section, and so as to maintain, until the completion of the unit, an approximately horizontal, plastic surface.

- J. No wooden spreaders shall be left in the concrete.
- K. During and immediately after being deposited, concrete shall be thoroughly compacted by means of suitable tools and methods, such as internal-type mechanical vibrators operating at not less than 5,000 rpm., or other tool spading, to produce the required density and quality of finish. Vibration shall be done only by experienced operators under close supervision and shall be carried on in such a manner and only long enough to produce homogeneity and optimum consolidation without permitting segregation of the solid constituents, "pumping" of air, or other objectionable results. All vibrators shall be supplemented by proper spade puddling approximately 2 to 3 inches away from forms to remove included bubbles and honeycomb. Excessive spading against the forms, causing the deposition of weak mortar at the surface, shall be avoided.
- L. The concrete shall be thoroughly rodded and tamped about embedded materials so as to secure perfect adhesion and prevent leakage. Care shall be taken to prevent the displacement of such materials during concreting.

3.08 BONDING CONCRETE AT CONSTRUCTION JOINTS

- A. In order to secure full bond at construction joints, the surface of the concrete previously placed (including vertical, inclined, and substantially horizontal areas) shall be thoroughly cleaned of foreign materials and laitance, if any, and then roughened.
- B. The previously placed concrete at the joint shall be saturated with clean water and kept thoroughly wet overnight, after which all pools shall be removed. After free or glistening water disappears, the concrete shall be given a thorough coating of neat cement mixed to a suitable consistency. The coating shall be 1/8-inch thick on vertical surfaces and 1/4-inch thick on horizontal surfaces, and shall be well scrubbed in by means of stiff bristle brushes wherever possible. New concrete shall be deposited before the neat cement dries.

3.09 CURING AND PROTECTION

- A. All concrete, particularly slabs and including finished surfaces, shall be treated immediately after concreting or cement finishing is completed, to provide continuous moist curing for at least seven days, regardless of the adjacent air temperature. Walls and vertical surfaces may be covered with continuously saturated burlap, or kept moist by other acceptable means. Horizontal surfaces, slab, etc., shall be ponded to a depth of 1/2-inch wherever practicable, or kept continuously wet by the use of lawn sprinklers, a complete covering of continuously saturated burlap, or by other acceptable means.
- B. For at least seven (7) days after having been placed, all concrete shall be so protected that the temperature at the surface will not fall below 45 degrees F.
 - 1. No manure, salt, or other chemicals shall be used for protection.

2. Wherever practicable, finished slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

3.10 TRIMMING AND REPAIRS

- A. The CONTRACTOR shall use suitable forms, mixture of concrete, and workmanship so that concrete surfaces, when exposed, will require no patching.
- B. As soon as the forms have been stripped and the concrete surfaces exposed, fins and other projections shall be removed, recesses left by the removal of form ties shall be filled, and surface defects which do not impair structural strength shall be repaired.
- C. Defective concrete shall be cut perpendicular to the surface until sound concrete is reached, but less than 1 inch deep. The remaining concrete shall be thoroughly roughened and cleaned. Concrete around the cavity or the form-tie recess shall be thoroughly wetted and promptly painted with a 1/16-inch brush coat of neat cement mixed to the consistency of lead paint. The hole shall then be filled with mortar.
 1. Mortar shall be 1:1-1/2 cement and sand mix with sufficient white cement, or fine limestone screenings in lieu of sand, to produce a surface matching the adjoining work. Cement and sand shall be from the same sources as in the parent concrete.
 2. For filling form-tie recesses, the mortar shall be mixed slightly damp to the touch (just short of "balling"), hammered into the recess until it is dense and an excess of paste appears on the surface, and then troweled smooth. Mortar in patches shall be applied so that after partial set it can be compressed and rubbed to produce a finish flush and uniform in texture with the adjoining work. All patches shall be warm-moist cured as above specified.
- D. The use of mortar patching as above specified shall be confined to the repair of small defects in relatively green concrete. If substantial repairs are required, the defective portions shall be cut out to sound concrete and the masonry replaced by means of a cement gun, or the masonry shall be taken down and rebuilt, all as the Engineer may decide or direct.

3.11 SURFACE FINISH

- A. Fins and irregularities on formed surfaces to receive no other finish shall be smoothed.
- B. The top of concrete on which other concrete or unit masonry will later be placed shall be struck off true at the surface indicated on the Drawings or as permitted by the Engineer, as the concrete is being placed. As soon thereafter as the condition of the concrete permits and before it has hardened appreciably (normally within 2 hours after being deposited), all water, scum, laitance, and loose aggregate shall be removed from the surface by means of wire or bristle brooms in such a manner as to leave the coarse aggregate slightly exposed and the surface clean.
- C. Concrete surfaces shall be finished as follows, except as otherwise required by various sections of the Specifications or shown on the Drawings.

1. Wood-float finish shall be given to all top, substantially horizontal, exposed surfaces.
2. Burlap-rubbed finish shall be given to all interior and exterior surfaces placed against forms which will be exposed to view on completion of the work. (Finish shall be to one foot below ground and below normal liquid surface elevations).
3. All surfaces shaped without forms and over which liquids will flow shall be given a steel-trowel finish.
4. Concrete surfaces to which roof insulation or roofing are to be applied shall be finished sufficiently smooth to receive the roofing material, as obtained by steel trowel or very smooth wood-float finish.

3.12 METHOD OF FINISHING

- A. Broomed Finish: Surfaces to be given broomed finish shall first be given a steel-trowel finish. Immediately after troweling, the surface shall be lightly brushed in one direction with a hair broom to produce a nonslip surface of uniformly good appearance.
- B. Wood-float Finish:
 1. Surfaces to be given a wood-float finish shall be finished by tamping with special tools to force aggregates away from the surface, and screeding with straight edges to bring the surface to the required line.
 2. As soon after the condition of concrete permits and before it has hardened appreciably, all water, film, and foreign material which may work to the surface shall be removed. Rough finishing shall be done with straight edges and derbies. Machine floating if used, shall not be started until the surface will support the float adequately without digging in and bringing excess fines to the surface. At such time, a minimum of machine and hand floating with a wood float shall be employed to bring the finish to a true and uniform surface with no coarse aggregate visible.
 3. Under no circumstances will sprinkling with water or dusting with cement be permitted during finishing of the slab.
- C. Steel Trowel Finish: Surfaces to be given a steel-trowel finish shall first be given a wood-float finish. This shall be followed by hand troweling with steel trowels to bring the surface to a uniform, smooth, hard, impervious surface free from marks and blemishes. Troweling shall not be started until all water has disappeared from the surface. Over-troweling shall be avoided. Dusting with dry cement or other mixtures or sprinkling with water will not be permitted in finishing.
- D. Burlap Rubbed Finish:
 1. Immediately after the forms have been stripped and before the concrete has changed in color, all fins and other projections shall be carefully removed by use of a hammer or

other suitable means, and imperfections shall be repaired as hereinbefore specified under "Trimming and Repairs". While the surface is still damp, a thin coat of cement slurry of medium consistency shall be applied by means of bristle brushes to provide a bonding coat within pits and minor blemishes in the parent concrete; the coating of large areas of the surface with this slurry shall be avoided.

2. Before the slurry has dried or changed color, a dry (almost crumbly) grout composed of 1 volume of cement to 1-1/2 volumes of masonry sand shall be applied. The sand shall have a fineness modulus of approximately 2.25 and comply with the gradation requirements of the ASTM Standard Specifications for Aggregate for Masonry Mortar, Designation C144-76.
3. The grout shall be uniformly applied by means of damp (neither dripping wet nor dry) pads of burlap of convenient size (approximately 6 inches square) and shall be allowed to harden for one to two hours, depending on the weather. In hot, dry weather the surface shall be kept damp by means of a fine fog spray during the hardening period.
4. When the grout has hardened sufficiently, but before it becomes so hard as to be difficult to remove, excess grout shall be scraped from the surface of the parent concrete by the edge of a steel trowel, without removing the grout from the imperfections. Thereafter, the surface shall be allowed to dry thoroughly and then be rubbed vigorously with burlap to remove all dried grout so that no visible film remains on the surface after the rubbing. The entire cleaning operation for any area shall be so planned that sufficient time is allowed for the grout to dry and be rubbed after it has been cut with the trowel.
5. On the day following the grouting and burlap rubbing, the concrete surface shall again be rubbed clean with a dry burlap to remove inadvertent dust. If any built-up film remains on the parent surface, it shall be removed by being rubbed with a fine abrasive stone without breaking through the surface film of the original concrete. Such rubbing shall be light and sufficient only to remove excess material without working up a lather of mortar or changing the texture of the concrete. Following the final rubbing with burlap or abrasive Cold weather concreting procedures precautions shall conform with American Concrete Institute "Cold Weather Concreting" (latest edition).
6. END OF SECTION 03300 stone, the surface shall be thoroughly washed with stiff bristle brushes (worked only along parallel lines) to remove extraneous materials from the surface. The surface shall then be sprayed with a fine fog spray to maintain a continually damp condition for at least three (3) days after application of the grout.
7. When the burlap-rubbed finish has been completed, the concrete surface shall be smooth, free from discolorations and stains, and of uniformly good appearance.

3.13 HOT WEATHER CONDITIONS

Placing of concrete under conditions of high temperature, low humidity or wind shall be done in accordance with the American Concrete Institute "Hot Weather Conditions" (latest edition).

3.14 COLD WEATHER CONDITIONS

Cold weather concreting procedures precautions shall conform with American Concrete Institute "Cold Weather Concreting" (latest edition).

END OF SECTION 03300