CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

SPRINGVILLE CITY MICRO SURFACING
TYPE II
2019

RFB 2019 - 011

JUNE 2019

Public Works Department
110 South Main Street
Springville, UT 84663
Tel: (801) 491-2780

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OWNER:

SPRINGVILLE CITY CORPORATION
110 South Main Street
Springville, UT 84663
801-491-2780

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00700 Standard General Conditions of the Construction Contract (EJCDC)
00800 Supplementary Conditions

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All work shall be governed by the Springville City *Standard and Specifications and Drawings* Manual (latest edition) which may be found online at www.springville.org with the following modifications and additions:

DIVISION 1 - GENERAL REQUIREMENTS ADDITIONS

01010 Summary of Work
01025 Measurement and Payment
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American Public Works Association (APWA) Manual of Standard Specifications (2012 Edition)
Sections listed below are provided to supplement Springville City standard specifications:

013113 Coordination
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013510 Acceptance
014219 References
016500 Product Delivery and Handling
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017413 Progress Cleaning

International Slurry Surfacing Association (ISSA) (February 2010)

ISSA A143 Recommended Performance Guidelines for Micro Surfacing
020000 Supplemental Specification

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Part 1

BID DOCUMENTS

INVITATION TO BID

Notice is hereby given that SPRINGVILLE CITY INCORPORATED (OWNER) will accept sealed bids for the construction of the **SPRINGVILLE CITY MICRO SURFACING TYPE II 2019** project no later than **Monday, June 24, 2019** at 2:30 PM at Springville City Hall, Attn: Bruce Riddle, 110 South Main, Springville, UT 84663.

Contract documents will be available on-line through SciQuest at **https://tinyurl.com/springvillebids** on or before Monday, June 17, 2019. The OWNER will then make the decision of award and contact the individual bidders with the decision on or after Tuesday, July 2, 2019. Work must be complete by October 31, 2019.

The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; or to waive any informality or technicality in any bid in the best interest of the City. Only bids giving a firm quotation properly submitted and signed will be accepted.

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

1 DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

A. *Bidder* – The individual or entity who submits a Bid directly to OWNER.

B. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

C. *Successful Bidder* – The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

2 COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained online from **https://tinyurl.com/springvillebids**.

2.02 Complete sets of Bidding Documents must 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 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 confer a license or grant for any other use.

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 below.

A. Valid license to perform this type of work in Utah

B. Evidence of insurability

4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE CONDITIONS

4.01 Subsurface and Physical Conditions

A. No formal subsurface or soil investigation has been made at the site

4.02 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.

4.03 Hazardous Environmental Condition

A. No hazardous environmental conditions have been identified at the site.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 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.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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

A. examine and carefully study the Bidding Documents, including any Addenda, the Springville Standard Specifications and Drawings manual (April 2013) 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, or performance of the Work; all bids must be in accordance with the specifications and requirements provided in the Bidding Documents and the Springville Standard Specifications and Drawings manual (April 2013).

D. carefully study all reports or explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. 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 bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents,

and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give OWNER and 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

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 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.

1 SITE AND OTHER AREAS

1.01 The Site is identified in the Bidding Documents. All additional lands 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. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the OWNER unless otherwise provided in the Bidding Documents.

2 INTERPRETATIONS AND ADDENDA

2.01 All communication relative to the Project and any questions which BIDDERs may have concerning the project shall be directed to the OWNER during the pre-bid meeting. Additional questions not answered during the pre-bid meeting, but prior to the submitting of bids, shall be asked in writing using the Question and Answer service through SciQuest (**https://tinyurl.com/springvillebids**) for this project.

2.02 All questions about the meaning or intent of the Bidding Documents are to be submitted to OWNER in writing through SciQuest. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda delivered via SciQuest to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

2.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

3 BID SECURITY

3.01 A Bid must be accompanied by Bid security made payable to the OWNER in an amount of <u>five percent (5%)</u> of Bidder's maximum Bid price and in the form of a certified or bank check or 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.

3.02 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 ten (10) 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.

3.03 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven (7) days after the Bid opening.

4 CONTRACT TIMES

4.01 The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

5 LIQUIDATED DAMAGES

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

6 SUBSTITUTE AND "OR-EQUAL" ITEMS

6.01 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. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

7 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

7.01 The CONTRACTOR as part of his complete bid submission, as required in Article 15 - Submittal of Bid, shall submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

7.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

7.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

8 PREPARATION OF BID

8.01 The Bid form is included with the Bidding Documents. Additional copies may be obtained from OWNER or ENGINEER.

8.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink (when paper forms are being accepted). A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered, as appropriate.

8.03 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 below the signature.

8.04 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 below the signature.

8.05 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 must be shown below the signature.

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

8.07 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 must be shown below the signature.

8.08 All names shall be typed or printed in ink below the signatures.

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

8.10 The address and telephone number for communications regarding the Bid shall be shown. A fax number and e-mail address, if available, shall also be shown.

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

9 BASIS OF BID; EVALUATION OF BIDS

9.01 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 determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. 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. Discrepancies between words and figures will be resolved in favor of the words.

9.02 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.

9.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

10 SUBMITTAL OF BID

10.01 Each prospective Bidder may obtain copies of the Bidding Documents including the Bid Form, and, if required, the Bid Bond. A copy of the Bid form is to be completed and submitted with the following data:

A. A tabulation of the Bid consisting of Document 00310 - Bid Schedule(s) completely and correctly filled in;

B. Document 00410 -Bid Bond;

C. Document 00420 - Contractor's Qualifications;
Note: In order to be considered, Contractor must have successfully completed three similar projects within the last five years and give references of such.

D. Document 00430 - List of Subcontractors; and

E. Additional supplemental information demonstrating the BIDDER's ability to complete the project within the scheduled time and ability to perform the specific work.

10.02 A Bid shall be submitted no later than the date and time prescribed and submitted in a sealed bid to Springville City, Attn: Bruce Riddle, at 110 S Main, Springville, UT 84663, no later than Monday, June 24 at 2:30 PM.

11 MODIFICATION AND WITHDRAWAL OF BID

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

11.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that bidder will be disqualified from further bidding on the Work.

12 OPENING OF BIDS

12.01 Bids will be opened at the time and place indicated in the advertisement or Invitation to Bid.

13 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

13.01 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 prior to the end of this period.

14 AWARD OF CONTRACT

14.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, 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 be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. 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.

14.02 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.

14.03 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.

14.04 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.

14.05 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 to perform the Work in accordance with the Contract Documents.

14.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project

15 CONTRACT SECURITY AND INSURANCE

15.01 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 must be accompanied by such Bonds.

16 SIGNING OF AGREEMENT

16.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within seven (7) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within seven (7) days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

17 LICENSING REQUIREMENTS

17.01 All bidders must meet the requirements of the Utah State Contractors License Law, Title 58, Chapter

18 RETAINAGE

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

- END OF DOCUMENT -

DOCUMENT 00110

INFORMATION FOR BIDDERS

1.01 GENERAL

The Contractor shall construct the work specified herein in accordance with the requirements of the Contract Documents, the April 2013 Edition of the *Springville City Standard Specifications and Drawings* manual, and the referenced portions of those referenced codes, standards, and specifications listed herein; except, for the following:

A. Wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.

1.02 PLAN SET NOTES

Bidders are required to inform themselves fully of all notes on the plan set.

1.03 TENTATIVE PROJECT SCHEDULE

The following is a preliminary project schedule and is subject to change:

Public Announcement Published	June 17, 2019 June 18, 2019
Bid Documents Available on **https://tinyurl.com/springvillebids**	June 17, 2019
Bids Due at Springville City	2:30 PM, Monday, June 24, 2019
City Council Award of Contract, Notice of Award	Tuesday, July 2, 2019
Pre-Construction Meeting	– To Be Determined –
Notice to Proceed	On or after July 15, 2019
Construction Substantial Completion	Thursday, October 24, 2019
Construction Final Completion	Friday, October 31, 2019

1.04 SPECIAL NOTICE

Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and the Contractor must employ, as far as

possible, such methods and means in carrying out his work as will not cause any interruption or interference to any other contractor.

1.05 CONSTRUCTION COORDINATION

A. The work on this project must proceed in a systematic way with a minimum of inconvenience to the public and home owners. The Contractor will confine its operations to as small an area of work per crew as feasible.

B. The Contractor will notify/coordinate with residents a minimum of 48 hours prior to surfacing of the roadway and one final time the day of. The notice to residents will alter them to have vehicles and/or trailers removed from the roadway in advance and on the day of surfacing. If needed that contractor will notify public safety if vehicles need to be removed from the roadway.

C. Due to construction during the time period of "irrigation season" (i.e. typically April 15 - October 15), special care and consideration will need to be given when working on, near, or around irrigation pipelines, ditches, structures, or other facilities, to ensure that irrigation deliveries are not interrupted. If needed the Contractor will coordinate construction with the Springville Irrigation Company to minimize disruption to scheduled irrigation deliveries. Contact Springville Irrigation Company Water Master, Al Alvarez at 801-427-2240 (cell) or 801-491-2985 (office).

1.06 FEDERAL, STATE, AND LOCAL INSPECTING AGENCIES

The site of construction is to be open at all reasonable times and places for periodic observation by accredited representatives of the Federal, State, and local agencies who have regulatory or supervisory authority over any part of the work proposed or regulated thereto.

1.07 SPECIAL ENVIRONMENTAL CONCERNS

The construction for this project is in an environmentally sensitive area and special care will be given when working in close proximity to streams and springs.

1.08 PUBLIC SAFETY AND CONVENIENCE

The convenience of the general public and the protection of persons and property is of prime importance and shall be provided for by the Contractor during this project. The Contractor shall use every reasonable precaution to safeguard persons and property. Failure of the Owner or the Engineer to notify the Contractor of any deficiencies in providing for public safety and convenience shall not relieve the Contractor from its responsibility. If an unsafe condition arises or exists during the progress of the work, or if the Owner has reason to believe that an unsafe condition exists, suspend the work wholly or in part for such period as may be necessary to correct the unsafe condition. The Contractor shall be required to comply with the requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

A. Compliance with Rules and Regulations: The Contractor shall comply with all rules and regulations of the City, County, and State authorities regarding the closing of public streets, or highways, to the use of public traffic. If conditions justify, the Engineer may authorize the contractor to close general traffic. No such closure shall be made without authorization of the

Engineer. Closure of streets or highways shall be in conformance with the (MUTCD).

B. Road Closures and Obstructions: No road shall be closed to the public by the Contractor except by express permission of the Engineer or Public Works Department Director. The Contractor shall, at all times, conduct its work so as to insure the least possible obstruction to traffic and normal commercial pursuits.

C. Protection of the Traveling Public: All obstructions within traveled roadways shall be protected by signs, barricades, and lights where necessary for the safety of the traveling public. All barricades and obstructions shall be protected at night by signal lights that shall be suitably distributed across the roadway and kept burning from sunset to sunrise. Barricades shall be of substantial construction. Failure of the Owner or the Engineer to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or guards shall not relieve the Contractor from its responsibility.

D. Hazardous Conditions: Whenever the Contractor's operations create a hazardous condition, it shall furnish flaggers and guards to give adequate warning to the public of any dangerous conditions to be encountered. It shall furnish, erect, and maintain fences, barricades, signs, lights, and other devices that may be necessary to prevent injury and damage to persons and property. Flaggers and guards shall be UDOT trained and shall hold current certification and shall be equipped with signs, flags, etc. as required by the Utah State Department of Transportation (UDOT) regulations.

1.09 EXAMINATION OF PLANS AND SITE OF WORK

The bidder is required to examine carefully the site of the proposed work, the Plans, Specifications, Special Conditions, General Conditions, Bid, Contract, and Bond forms before submitting a Bid. Submission of a Bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract Documents.

1.10 INTENT OF PLANS AND SPECIFICATIONS

A. The intent of the Plans and Specifications is to prescribe a complete work or improvement which will be performed in a manner acceptable to the Engineer and in full compliance with the terms of the Contract. Provide the Owner with a complete, safe, and operable work or improvement, even though the Plans and Specifications may not specifically call out all items or items of work required of the Contractor to complete his tasks, incidental appurtenances, materials, and the like.

B. Perform the work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.

C. Unless otherwise specified in the Special Conditions, furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a safe, satisfactory and workmanlike manner within the time specified.

1.11 CHANGES IN THE WORK

A. The Owner, without invalidating the Contract and without notification of Sureties, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Owner. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional costs caused thereby shall be adjusted at the time of ordering such change or extra work.

B. In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered, except in an emergency endangering life or property.

C. It is mutually understood that it is inherent in the nature of the pipelines, roads, structures, and other construction, that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. The Owner shall have the right to make such changes, from time to time, in the Plans, in the character of the work, and in the termini of the project as may be necessary or desirable to provide for the completion of the work in the most satisfactory manner without invalidating the Contract for the Contractor.

D. Any change ordered by the Owner which involves installation of work essential to complete the Contract, but for which no basis of payment is provided for herein, said payment therefore shall be subject to negotiation. The Contractor shall submit his price to the Owner to construct the Owner requested change in the work within 5 days of the date the Owner delivers the written request to the Contractor to submit his price to perform the changed work.

E. The Engineer shall have the right to add or delete units at the item unit rates set forth in the Bid Schedule.

F. Upon demand of either the Contractor or the Owner an equitable adjustment satisfactory to both parties shall be made in the basis of payment for extra work. The prices agreed upon and any agreed upon adjustment in Contract time shall be incorporated in the written order issued by the Owner, which shall be written so as to indicate acceptance on the part of the Contractor as evidenced by his signature. In the event prices cannot be agreed upon, the Owner reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Contractor to proceed with the items in question on a force account basis as provided hereinafter.

1.12 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, the Contractor will, and will cause its Subcontractors to, protect any project work or materials against damage from the weather. If, in the opinion of the Engineer, any Project work or materials become damaged by reason of failure on the part of the Contractor or any of its Subcontractors to so protect its work, such work or materials shall be

removed and replaced at the expense of the Contractor.

1.13 LAND MONUMENTS

A. Survey land monuments and property marks shall not be moved or otherwise disturbed by the Contractor until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction and at no cost to the Owner.

B. The Contractor shall preserve existing City, County, State, and Federal land monuments whenever possible. When these monuments cannot be preserved, the Contractor shall notify the Engineer at least two (2) weeks in advance of the proposed construction in order that the Engineer will have ample opportunity to reference these monuments for later replacement.

1.14 PROJECT RECORD DOCUMENTS

Maintain at the site, available to the Owner and Engineer at all times, one copy of all Plans, Specifications, Addenda, accepted Shop Drawings, Change Orders, and other modifications in good order and marked to record all changes made during construction. These shall be delivered to the Engineer for the Owner upon completion of the Project

1.15 CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall, as required in the General Conditions, at the time of the Pre-Construction conference submit an estimated construction progress schedule. The progress schedule shall be subject to the approval of the Engineer. The Contractor shall submit copies of the progress schedule with each request for payment showing the relation of the completed work to the progress schedule. Application for payment will not be accepted without a current report on the progress of the Work.

1.16 APPROVED HAUL ROUTES

The Contractor shall only use haul routes approved by the City Engineer or City Public Works Director.

1.17 SURFACE UTILITIES

Manholes, valve boxes and covers, survey monuments, drop inlets and other service entrances shall be protected from the micro surfacing by methods approved by the City Engineer, Public Works Inspector or designated representative.

1.18 SURFACE PREPARATION

Immediately prior applying the micro surfacing, the surface shall be cleared of all loose material, silt spots, vegetation and other objectionable material. The Contractor shall maintain on the project site a “pick-up broom or street sweeper and a water truck with a minimum two thousand (2,000)-gallon capacity. The Contractor shall be responsible to secure a source of water and shall obtain the necessary permission for its use.

1.19 LUMP SUM BID ITEMS

A. While this contract is based on a Unit Price basis, payment for some items will be on a lump sum basis, as shown in the Bid Schedule.

B. Payment for the lump sum items, as designated in the Bid Schedule and Measurement and Payment, for the completed work will be compensation in full for the furnishing of all overhead, labor, materials, devices, equipment, and appurtenances included in the work as are necessary to complete the total work under this Contract in a good, neat, and satisfactory manner as indicated on the Plans, as described in the Specifications, and as otherwise implied or required to fulfill the objective of the work. Each item, fixture, piece of equipment, work, etc., as indicated on the Plans, or specified anywhere in these Documents, shall be completed with all necessary connections and appurtenances for the satisfactory use and operation of said item, and the total system or systems.

C. Any and all patents and license fees for the right to use equipment or processes included in this Contract shall be included in the lump sum bid price. Submit to the Engineer an itemized list of all such fees, indicating the amount of each and to whom paid.

D. Cost of painting, testing, and other incidental operations, profit, and overhead cost, including the cost of supervision, temporary field offices, move-in, move-out, insurance, taxes, equipment not a permanent part of the job, and other incidental items, shall be included in the lump sum bid price for the item to which they pertain.

1.20 CONTRACTOR'S REPRESENTATIVE AND EMERGENCIES

A. At all times, the Contractor shall be present at the work in person or represented by a competent superintendent who shall supervise and direct the work and shall be authorized by the Contractor to receive and fulfill instructions from the Engineer.

B. At all times during working hours, the Contractor shall be represented in all matters pertaining to this project by one, and only one, fully competent and experienced general superintendent. Instructions and information given by the Engineer to the Contractor's superintendent on the work shall be considered as having been given to the Contractor. Before any work is done at the jobsite, give written notice to the Engineer stating who the Contractor's superintendent will be, giving his home address and telephone number. Any request by the Contractor to change the general superintendent shall be submitted in writing to the Engineer for his approval. A statement naming more than one representative at a time to be in charge and depending upon which is present at the time will not be acceptable.

C. Emergencies may arise during the progress of the work which may require special effort or require extra shifts of workers to continue the work beyond normal working hours. Be prepared in case of such emergencies from whatever cause, to do all necessary work promptly.

1.21 PROPERTY RIGHTS IN MATERIAL

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the material used after they have been attached or affixed to the work or the soil and accepted. All such materials shall become the property of the Owner upon being so attached or affixed and accepted.

- END OF SECTION -

DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION: SPRINGVILLE CITY MICRO SURFACING TYPE II – 2019

CONTRACT IDENTIFICATION AND NUMBER: RFB 2019-011

THIS BID IS SUBMITTED TO: Springville City
110 South Main
Springville City, Utah 84663

1 ACCEPTANCE TO ENTER AGREEMENT

1.01 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.

2 TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree in writing upon request of OWNER.

3 REPRESENTATION OF BIDDER

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

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

Addendum Number	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 federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Conditions, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of 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 to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given OWNER and ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER and ENGINEER is acceptable to Bidder.

J. 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.

4 REPRESENTATION OF BID

4.01 Bidder further represents that 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 agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5 COMPLETION AND COST OF WORK

5.01 Bidder will complete the Work in accordance with the Contract Documents for the prices provided in the Bid Schedule(s) (Document 00310) which are attached to and made a condition of this Bid.

5.02 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 provided, determined as provided in the Contract Documents.

6 COMPLETION AND LIQUIDATED DAMAGES

6.01 Bidder agrees that the Work will be substantially completed, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7 DOCUMENTS INCLUDED WITH BID

7.01 The following documents are attached to and made a condition of this Bid:

A. A tabulation of the Bid consisting of Document 00310 - Bid Schedule(s) completely and correctly filled in;

B. Completion and submission of Document 00420 - Contractor's Qualifications and Experience. Included with this form should be information detailing three like/similar projects completed within the last five years with references and contact information for these projects.

C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid consisting of Document 00430 - List of Subcontractors;
D. Additional supplemental information demonstrating the Bidder's ability to complete the project within the scheduled time and ability to perform the specific work.

8 MISCELLANEOUS

8.01 Terms used in this Bid with capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

8.02 If required by the Supplementary Conditions, Bidder will comply with the provisions of 40 CFR Part Nos. 8, 60-1 and 60-4 concerning Equal Employment Opportunities (EEO).

SUBMITTED on _____, 20___.

State Contractor License No. _____. (If applicable)

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing Business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

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 _____
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)
Name (typed or printed): _____

Title: _____

Business address: _____
_____
Phone No.: _____ FAX No.: _____

Phone or FAX Number, and Address for receipt of official communications:

_____

_____

(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.)

CERTIFICATION OF REGISTRATION

This is to certify that I or We _____
the undersigned, is a Registered Contractor in the State of Utah,

and that I or We hold License No. _____,

as issued by the Utah State Commission of Business Regulations, _____
(date)

licensing me or us to practice as a _____ Contractor in said State.

_____
Contractor*

By _____

* Signer, title and address same as above.

- END OF BID FORM -

SECTION 00310

BID SCHEDULE

1.01 PROJECT IDENTIFICATION

A. Name: **SPRINGVILLE CITY MICRO SURFACING TYPE II 2019**

B. Submitted to: Springville City
110 South Main
Springville City, Utah 84663

1.02 RELATED REQUIREMENTS

A. Section 01025: Measurement and Payment

1.03 SCHEDULES TO BE ADDED TO THE AGREEMENT

A. This Bid Schedule contains the schedule of values which will be incorporated into the Agreement (Section 00500) by reference.

1.04 BID SCHEDULE

A. Base Bid Schedule of the **SPRINGVILLE CITY MICRO SURFACING TYPE II 2019** project:

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
1	Mobilization	1	LS	$	$
2	Provide traffic control	1	LS	$	$
3	Furnish and place micro surfacing type II	167,702	SY	$	$
				$	$
				BID TOTAL	$

B. THE FOLLOWING INFORMATION IS ACKNOWLEDGED BY THE BIDDER:

The BIDDER also acknowledges to the OWNER that the BID provided herein includes total cost required to build a fully functioning pipeline, appurtenances, and related items as outlined within these specifications and shown in the drawings.

COMPANY: _____

Signed: _____

Title: _____

Date: _____

- END OF SECTION -

DOCUMENT 00410

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

_____

_____

_____

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

_____

_____

_____

OWNER : Springville City
110 South Main
Springville, Utah 84663

BID
BID DUE DATE:_____
PROJECT (Brief Description Including Location):

_____

_____

_____

BOND
BOND NUMBER:_____
DATE: (Not later than Bid Due Date):_____
PENAL SUM:_____
(Words)
(Figures)

IN WITNESS WHEREOF, Surety and BIDDER, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
(Seal)	(Seal)
BIDDER's Name and Corporate Seal	Surety's Name and Corporate Seal
By:_____	By:_____
Signature and Title	Signature and Title

PENAL SUM FORM

(Attach Power of Attorney)

Attest:_____ Attest:_____

_ _
_ _
_ _
_ _
_ _

Signature and Title Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1996 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:
   3.1 OWNER accepts Bidder's bid and bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   3.2 All bids are rejected by OWNER, or
   3.3 OWNER fails to issue a notice of award to Bidder within the time specified in the Bid-ding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

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

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

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

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

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

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

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

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

EJCDC NO. 1910-28-C (1996 Edition)

DOCUMENT 00411

BID SECURITY

Fill in the Bid Bond (Document 00410) or append a certified or bank check made payable to OWNER.

DOCUMENT 00420

CONTRACTOR'S QUALIFICATION AND EXPERIENCE

The BIDDER shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's Name and Address:

_____

_____

_____

B. CONTRACTOR's Telephone Number: _____

Fax Number: _____

C. CONTRACTOR's License:

Primary Classification _____

State License No. _____

Supplemental Classifications held, if any: _____

_____

D. Number of years as a contractor in construction work of this type: _____

E. Names and titles of Principal Officers of CONTRACTOR's Firm:

Name	Title

F. Name of person who inspected site of proposed work for your firm:

Name	Date of Inspection

G. Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

Surety:	Address:
Agent:	Title:
Phone:	Fax:

H. List of current jobs now under construction:

	Client	Telephone No.	Dollar Amt.	Type of Job
1.				
2.				
3.				
4.				

I. List four projects of this size and complexity completed within the last five years:

	Client/Reference	Telephone No.	Dollar Amt.	Type of Job
1.				
2.				
3.				
4.				

J. Have you ever failed to complete any work awarded to you? If so, when, where and why? _____

_____

_____

_____

K. List your major equipment available for this Contract:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Contractor's Signature

- END OF DOCUMENT -

DOCUMENT 00430

LIST OF SUBCONTRACTORS

The bidder shall list below the names and business address of each subcontractor who will perform Work under this Contract in excess of five percent (5%) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner. NOTE: Attach additional sheets if required.

WORK TO BE PERFORMED	SUBCONTRACTOR'S NAME AND ADDRESS
1._____	_____
_____	_____
2._____	_____
_____	_____
3._____	_____
_____	_____
4._____	_____
_____	_____
5._____	_____
_____	_____
6._____	_____
_____	_____

- END OF DOCUMENT -

Part 2

CONTRACT FORMS

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 19

by and between Springville City Corporation (hereinafter called OWNER)

and _____ (hereinafter called CONTRACTOR).

Project Name: **SPRINGVILLE CITY MICRO SURFACING TYPE II - 2019**

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 WORK

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

A. Furnish and apply approximately 167,702 square yards of Micro Surfacing Type II to multiple roadways throughout the City. The Micro Surfacing shall be a full-width roadway application (lip-of-gutter to lip-of-gutter); The roadways shall be prepared in accordance with the approved specifications and all existing manholes and water valves protected prior to placement of material.

B. The work to be performed shall include furnishing all necessary materials, equipment, facilities, services and appurtenances thereto needed for the complete construction of the project.

The above explanation is intended to give a general understanding of the scope of the work under these specifications, and shall not be construed to be an itemized listing of each element of work required. CONTRACTOR shall be responsible for construction of complete facilities conforming in all respects to the details and requirements of the specifications, drawings, and other contract documents.

2 CONTRACT TIME AND LIQUIDATED DAMAGES

2.01 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.

2.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed by ___October 24, 2019, within approximately _____ working days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions by ___October 31, 2019, within approximately___ working days after the date when the Contract Times commence to run.

2.03 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 2.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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 FIVE HUNDRED DOLLARS ($ 500.00) for each day that expires after the time specified in paragraph 2.02 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 FIVE HUNDRED DOLLARS ($ 500.00) for each day that expires after the time specified in paragraph 2.02 above for completion and readiness for final payment.

3 CONTRACT PRICE

3.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds and at the prices shown in CONTRACTOR's Bid Schedule attached hereto as an exhibit.

3.02 As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by OWNER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

4 PAYMENT PROCEDURES

4.01 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 OWNER as provided in the General Conditions, as modified by the Supplementary Conditions.

4.02 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 1st day of each month during construction. All such payments will be measured by the schedule of values established 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.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

a. 95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by OWNER, and if the character and progress of the Work have been satisfactory to OWNER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

b. 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.B.5 of the General Conditions).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR 97.5% of the Work completed (with the balance being retainage), less such amounts as OWNER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of OWNER'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.

4.03 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 provided in said paragraph 14.07.

5 INTEREST

5.01 All moneys held in retainage as provided in Article 4.02.A of this Agreement shall be placed in an interest bearing account. Accrued interest shall be to the benefit of the CONTRACTOR.

5.02 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear a maximum annual interest rate of 4 percent.

6 CONTRACTOR'S REPRESENTATIONS

6.01 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, performance or furnishing 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, performance or furnishing of the Work.

D. CONTRACTOR has carefully studied available reports, explorations, drilling logs and tests (including those listed in the Instruction to Bidders as provided in paragraph 4.02 of the General Conditions) and has performed all necessary explorations and tests necessary to become familiar with subsurface conditions at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance

and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

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

H. CONTRACTOR has become familiar with all physical conditions relating to existing surface and subsurface conditions (including utilities) which are at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions.

I. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

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

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

7 CONTRACT DOCUMENTS

7.01 Contents

A. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

1. This Agreement (pages 1 to __7__, inclusive);

2. Performance Bond (pages __1__ to __2__, inclusive);

3. Payment Bond (pages __1__ to __2__, inclusive);

4. General Conditions (pages 1 to 42, inclusive);

5. Supplementary Conditions (pages __1__ to __6__, inclusive);

6. Technical Specifications as listed in the table of contents of the Project Manual;

7. Drawings consisting of a Cover Sheet and sheets listed thereon, with each sheet bearing the following general title**: SPRINGVILLE CITY MICRO SURFACING TYPE II - 2019** ;

8. Addenda (Numbers_____ to_____ inclusive);

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

   a. Exhibit A Notice of Award;
   b. Exhibit B Notice to Proceed;
   c. Exhibit C CONTRACTOR's Bid (with documentation accompanying Bid);
   d. Exhibit D Insurance Forms;

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

    a. Written Amendments;
    b. Work Change Directives;
    c. Change Order(s).

B. The documents listed in paragraph 7.01.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 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

8 MISCELLANEOUS

8.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

8.02 Assignment of contract

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

8.03 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.

8.04 Severability

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20 19 .

OWNER Springville City Corporation CONTRACTOR_____

By _____ By _____

(		)	(		)
(		)	(		)
(		)	(		)
(	SEAL	)	(	SEAL	)
(		)	(		)
(		)	(		)
(		)	(		)

Attest _____ Attest _____

Address for giving notices:

Addresses for giving notices:

_____

_____

License No. _____
Agent for service of process

_____
(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

- END OF DOCUMENT -

DOCUMENT 00510

NOTICE OF AWARD

Dated_____

TO: _____
(BIDDER)

ADDRESS: _____

_____

PROJECT: SPRINGVILLE CITY MICRO SURFACING TYPE II - 2019

CONTRACT: SPRINGVILLE CITY MICRO SURFACING TYPE II 2019
(Insert name of Contract as it appears in the Bidding Documents)

OWNERS CONTRACT NO.: RFB 2019-011

You are notified that your Bid dated _____for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for: SPRINGVILLE CITY MICRO SURFACING TYPE II - 2019
(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is_____

Two copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Two sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten calendar days of the date of this Notice of Award, that is by _____.

1. Deliver to the OWNER two fully executed counterparts of the agreement including all the Contract Documents.

2. Deliver with the executed Contract Documents the Contract Security (Bonds) as specified in the Instruction to Bidders (Article 21), General Conditions (paragraph 5.01) and Supplementary Conditions (paragraph SC-5.01).

3. (List other conditions precedent).

a. Deliver evidence of insurance and current contractor's license.

b. Submission of an approved traffic control plan for the work area.

c. Submission of an approved SWPPP/Erosion Control Plan

d. Submission of Performance and Payment Bonds

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, and to annul the Notice to Award.

Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Contract Documents.

SPRINGVILLE CITY
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

- END OF DOCUMENT -

DOCUMENT 00520

NOTICE TO PROCEED

TO_____Dated_____
(CONTRACTOR)

ADDRESS: _____

_____

_____

CONTRACT:_____ (Insert name of Contract as it appears in the Bidding Documents)

PROJECT: SPRINGVILLE CITY MICRO SURFACING TYPE II 2019

OWNER=S CONTRACT NO.: _____RFB 2019-011_____

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is and the date of readiness for final payment is _____, respectively.

Before you may start any Work at the site, paragraph 2.05.C of the General Conditions provides that you and OWNER must each deliver to the other (with copies to other identified additional insureds) 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(s), you must: _____

_____

_____

(Add other requirements)

_____SPRINGVILLE CITY_
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

_____
(TITLE)

EJCDC 1910-23 (1996 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The General Contractors of America.

DOCUMENT 00530

CHANGE ORDER

No. _____

PROJECT:	DATE OF ISSUANCE:
OWNER:	OWNER's Project No.
CONTRACTOR:	ENGINEER:
CONTRACT FOR:	ENGINEER's Project No.

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

Attachments: (List of documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price	Original Contract Time days or date
Previous Change Orders No. _____ to No. _____	Net Change from Previous Change Orders days
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order days or date
Net Increase (Decrease) of this Change Order	Net Increase (Decrease) of this Change Order days
Contract Price with all Approved Change Orders	Contract Time with all Approved Change Orders days or date

RECOMMENDED:	APPROVED:	APPROVED:
by	by	by
Engineer	Owner	Contractor

DOCUMENT 00610

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
Springville City
110 South Main
Springville City, Utah 84663

CONSTRUCTION CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America. Engineers' Joint Contract Documents Committee. The associated General

Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
   3.1 The OWNER has notified the CONTRACTOR and the Surety at the address described in Paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
   3.2 The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
   3.3 The OWNER has agreed to pay the Balance of the Contract Price to:
      3.3.1 The Surety in accordance with the terms of the Contract;
      3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take on of the following actions:
   4.1 Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
   4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default ; or
   4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
      1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
      2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
   6.1 The responsibilities of the CONTRACTOR for correction of defective work and completion of the Construction Contract.
   6.2 Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
   6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
   12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
   12.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
   12.3 CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
   12.4 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY-Name, Address and Telephone)
AGENT or BROKER:
OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

DOCUMENT 00620

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
Springville City
110 South Main
Springville City, Utah 84663

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company	(Corp. Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	

EJCDC No. 1910-28B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America. Engineers' Joint Contract Documents Committee. The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

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

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

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

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

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

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

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

4.2 Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

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

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

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

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

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

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

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

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

15. Definitions:

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

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

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

(FOR INFORMATION ONLY-Name, Address and Telephone)
AGENT or BROKER:
OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Exhibit A

NOTICE OF AWARD

Exhibit B

NOTICE TO PROCEED

Exhibit C

CONTRACTOR'S BID

Exhibit D

INSURANCE FORMS

Part 3

CONTRACT CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

AMERICAN CONSULTING ENGINEERS COUNCIL

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

Advancement of Construction Technology

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1996 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition).

EJCDC No. 1910-8 (1996 Edition)

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the 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. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

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*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR 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 Substantial Completion; and (ii) 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.A 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. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *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.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *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 in connection with the Work.

24. *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.

25. *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.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *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.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *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.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *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.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *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.

36. *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.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *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.

39. *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.

40. *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.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *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.

43. *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.

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

45. *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 any Subcontractor.

46. *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.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed 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.

49. *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.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or 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 action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 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 9.10 or any other provision of the Contract Documents.

B. *Day*

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

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or 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).

D. *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.

E. Unless stated otherwise in the Contract Documents, words or phrases which 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*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. 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. *CONTRACTOR's Review of Contract Documents:* 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 may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, 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 knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified

in the General Requirements), CONTRACTOR shall submit to ENGINEER for its 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 Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; 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.

C. *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.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by 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.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten 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.B. CONTRACTOR shall have an additional ten 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 any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample 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 called for by one is as binding as if called for 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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended 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, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees 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. 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 any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. 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; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known 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, code, or instruction (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 in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) 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: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not 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 ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of 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 adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL 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, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

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

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

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general 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, ENGINEER, or any of ENGINEER's Consultants 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 at or contiguous to the Site 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 9.08 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 in respect of 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 within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants 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.

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; 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 of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property

monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general 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, ENGINEER or any of ENGINEER's Consultants 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); 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.

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 to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

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

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other 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.E 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, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other 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.F 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 are not intended to 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 CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, 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 current 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 must be accompanied by a certified copy of such agent's authority to act.

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 within 20 days thereafter substitute 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 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. OWNER shall deliver to CONTRACTOR, with copies to each additional insured 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.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other 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: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) 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 so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty 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);

6. 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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and 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, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss 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, 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 additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery 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, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with 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 additional insured 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 paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. 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, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other 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, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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 peril 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, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other 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 insureds, 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 or Written Amendment.

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 2.05.C. 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, but 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. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work 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, and CONTRACTOR will not permit overtime work or the performance of Work on 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 General Requirements, 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 warranties and guarantees specifically called for 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. 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 (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

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: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, 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 that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

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

d. CONTRACTOR shall first 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 shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not 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 work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also 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, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and 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 procedure for review by ENGINEER will be similar to that provided in subparagraph 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 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 either a Change Order for a substitute or 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 time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such 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 or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents 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 shall it 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 an additional insured 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, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other 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. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants 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. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and 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 primary 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 may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

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

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

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants 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 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, Written Amendments, 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. 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. 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 ENGINEER's Consultant, 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). 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 to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The 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.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample

submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, 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.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

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

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have 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.

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

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample 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 of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.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 approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *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, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. 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.

B. 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 acceptance by OWNER or any failure to do so;

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

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

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other 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:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part 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, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees 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 Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them 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.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

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

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

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

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, 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 their work and will only cut or alter their 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.

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 Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in 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 in 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. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

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 and will not be changed without written consent of OWNER and ENGINEER.

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 9.10, and 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 responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. 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 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. 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, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER 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, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or 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.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

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

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

9.08 *Determinations for Unit Price Work*

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

9.09 *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. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, 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. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *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 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement 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 Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

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

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.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) 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 notice 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) is required by the provisions of any Bond to be given to a surety, 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 and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter 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. Notice of the amount or extent of the Claim, dispute, or other matter 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, dispute, or other matter). 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 Time 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).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH 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 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 include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

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 at the Site. 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, 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, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, 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, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be

considered administrative costs covered by the CONTRACTOR's fee.

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

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

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not 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 and 11.01.B.

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 *Cash 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 as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

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

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the 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.

B. 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. 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 9.08.

B. 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.

C. 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 any other item of Work; and

3. if 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 or by a Written Amendment. 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 paragraph 12.01.C.2.a 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 (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) 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 (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

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

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to 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.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

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. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, 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, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site 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 said paragraph 13.04.B; 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, it must, if requested by ENGINEER, be uncovered 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. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such 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 Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. 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).

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 Laws or Regulations or 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: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) 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. If CONTRACTOR does not promptly comply with the terms of such 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, and 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.

B. 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 or by Written Amendment.

C. 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.

D. 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 the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

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 and remedy any such deficiency.

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

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) 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 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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to 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: (i) 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 (ii) that 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 to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or 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 referred to 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 Written Amendment or 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. 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 must 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 corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined 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.

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. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and 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 therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. 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 responsibili-

ties pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. 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. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No 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: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) 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 or OWNER's property might in any way be responsible 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. *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 will become due and, when due, 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 and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance 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 writing which are 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 allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's 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 the surety, if any) seven days written notice, terminate

the services of CONTRACTOR, 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), 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 finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. 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.

C. 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.

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, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for 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. for 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. for 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. for 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, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or 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. 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. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

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 delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to 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, and 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 Agreement.

17.05 *Controlling Law*

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

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1 DEFINITIONS AND TERMINOLOGY

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) have the meanings assigned to them in the General Conditions.

SC-1.01.A.19 ENGINEER

Delete Paragraph 1.01.A.19 of the General Conditions and insert the following in its place:

ENGINEER–The Springville City Engineer

SC-2.02 COPIES OF DOCUMENTS

Delete Paragraph 2.02 of the General Conditions and insert the following in its place:

OWNER shall furnish to CONTRACTOR up to 2 copies of the contract Documents which may include bound reduced drawings. Additional quantities of the Contract Documents will be furnished at reproduction cost.

SC-2.03 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

Delete paragraph 2.03 of the General Conditions and insert the following in its place:

The Contract Times will commence to run on the date indicated in the Notice to Proceed. Any Work undertaken by CONTRACTOR prior to the date indicated in the Notice to Proceed will be entirely at his own risk.

SC-5.04 CONTRACTOR'S LIABILITY INSURANCE

The requirements of General Conditions paragraph 5.04 for insurance to be purchased and maintained by the CONTRACTOR, and any renewals thereof, are modified and supplemented as follows:

C. A copy of the acceptable Certificates of Insurance filed with the OWNER shall be delivered to the OWNER for review before any work at the site is started.

D. All liability insurance policies for the project shall include an endorsement naming the OWNER as additional insured.

E. The CONTRACTOR General Liability Insurance shall be comprehensive form and shall include the following coverages:

1. Premises/Operations, collapse hazard, underground hazard, products/completed operations hazard, contractual insurance applicable to CONTRACTOR's obligations under SC 6.03 Indemnification, broad form property damage, independent contractors, and personal injury.

2. Auto Liability Insurance shall be comprehensive form and shall cover owned, hired and non-owned vehicles.

3. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

   a. Workers' Compensation, etc. under paragraphs 5.04.A.1 and A.2. of the General Conditions:

      (1) State:.....Statutory
      (2) Applicable Federal: .....Statutory
      (3) Employer's Liability $1,000,000
      (Each Accident):

   b. CONTRACTOR's Liability Insurance under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

      (1) General Aggregate (Except Products-Completed Ops)..... $2,000,000
      (2) Products-Completed Operations Aggregate $1,000,000
      (3) Personal and Advertising Injury (Per Person/ Organization): $1,000,000
      (4) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
      (5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
      (6) Excess Liability in Umbrella Form:
         (a) General Aggregate $2,000,000
         (b) Each Occurrence..... $1,000,000

   c. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

      (1) Bodily Injury:
         (a) Each Person..... $1,000,000
         (b) Each Accident..... $1,000,000
      (2) Property Damage:
         (a) Each Accident $1,000,000
         or
      (3) Combined Single Limit (Bodily Injury and Property Damage):
         (a) Each Accident $1,000,000

d. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

(1) Bodily Injury
(a) Each Accident $1,000,000
(b) Annual Aggregate $1,000,000
(2) Property Damage:
(a) Each Accident $1,000,000
(b) Annual Aggregate $1,000,000

e. Other persons or entities (other than those already listed in the General Conditions) to be included on the policy as additional insured shall include:

(1) Springville City Corporation
(2) Other Engineering or testing groups employed by OWNER for work at the site or this project.

SC-5.06 PROPERTY INSURANCE

SC-5.06.A. Delete paragraph 5.06.A of the General Conditions in its entirety and insert the following in its place:

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:

1. Include the interests of OWNER, CONTRACTOR, Subcontractors, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, 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 OWNER; and

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, and CONTRACTOR with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.E. Delete paragraph 5.06.E of the General Conditions in its entirety.

SC - 6.13 SAFETY AND PROTECTION

Add the following language at the end of the first sentence of the first paragraph of 6.13 of the General Conditions:

In particular the CONTRACTOR shall be responsible for observing and supervising all safety precautions in accordance with regulations established by the Occupational Safety and Health Administration (OSHA).

SC-6.20 INDEMNIFICATION

Paragraphs 6.20.A, B, & C of the General Conditions shall be deleted in their entirety and replaced with the following:

A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and their agents and employees from and against all claims, damages, losses and expense including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act, errors or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

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

C. The obligations of the CONTRACTOR under subparagraph SC-6.20.A above, shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

SC-7.02 COORDINATION

Add a new paragraph immediately after paragraph 7.02 of the General Conditions which is to read as follows:

SC-7.03. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, and Construction Coordinator for any delay, disruption, interference or hinderance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, or Construction Coordinator for activities that are their respective responsibilities.

SC-11.03 UNIT PRICE WORK

Paragraph 11.03.C of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

C. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:

1. If the total cost of a particular item of Unit Price Work amounts to 30% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by CONTRACTOR differs by more than 30% from the estimated quantity of such item indicated in the Agreement; and

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

3. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-14.02.AAPPLICATIONS FOR PAYMENT

The first sentence of Paragraph 14.02.A.1 of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

1. At least thirty (30) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to OWNER 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.

2. All applications for payment shall be accompanied by partial lien releases on the project from all Subcontractors, Employees, Suppliers, and Contractors who have pre-liened the work.

SC-14.02.CPAYMENT BECOMES DUE

Paragraph 14.02.C of the General Conditions is hereby deleted in its entirety and the following is substituted in lieu thereof:

OWNER will, within ten 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. Twenty days after presentation of the Application for Payment to OWNER, but not prior to the day indicated in Section 5.1 of the "Agreement", the amount recommended will (subject to the provisions of the last sentence of paragraph 14.07) become due and when due will be paid by OWNER to CONTRACTOR.

- END OF SUPPLEMENTARY CONDITIONS -

Part 4

TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

1.01 GENERAL

A. The work to be performed under this project shall consist of furnishing all labor, materials, and equipment necessary or required to complete the work in all respects as shown on the plans and as herein specified. All work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary to complete the construction of the work in good faith shall be performed, furnished, and installed by CONTRACTOR as though originally so specified or shown, at no increase in cost to OWNER.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Furnish and apply approximately 167,702 square yards of Micro Surfacing Type II to multiple roadways though out the City. The Micro Surfacing shall be a full-width roadway application (lip-of-gutter to lip-of-gutter); The roadways shall be prepared in accordance with the approved specifications and all existing manholes and water valves protected prior to placement of material and all protection removed after material has been placed.

B. The work to be performed shall include furnishing all necessary materials, equipment, facilities, services and appurtenances thereto needed for the complete construction of the project.

1.03 CONTRACT METHOD

A. The work hereunder will be constructed under a unit-price contract.

B. CONTRACTOR shall include the General Conditions and Supplementary Conditions of the Contract as a part of all of its subcontract agreements.

1.04 WORK SEQUENCE

A. The contract time and dates for substantial and final completion are as indicated in the Agreement (Document 00500), and is on a calendar day basis commencing from the date of the Notice to Proceed.

1.05 CONTRACTOR USE OF PROJECT SITE

A. CONTRACTOR's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities.

1.06 PROJECT SECURITY

A. CONTRACTOR shall make all necessary provisions to protect the project and CONTRACTOR's facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

1.07 CHANGES IN THE WORK

A. It is mutually understood that it is inherent in the nature of municipal construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. The OWNER shall have the right to make such changes, from time to time, in the plans, in the character if the work, and in the scope of the project as may be necessary or desirable to ensure the completion of the work in the most satisfactory manner without invalidating the Contract.

- END OF SECTION -

SECTION 01025

MEASUREMENT AND PAYMENT

1.01 GENERAL

A. All work completed under this contract shall be in accordance with the Plans and Specifications and will be measured by the ENGINEER or his authorized representative. The quantities appearing on the Bid Schedule are approximate only, and are prepared for the comparison of bids. Payment to CONTRACTOR on bid items with unit prices other than "Lump Sum" or “Plan Quantity” will be made for actual quantities of work performed and accepted, or material furnished in accordance with the Contract. The scheduled quantities of work to be done and materials to be furnished may be increased or decreased.

B. The term "Lump Sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure, portion of work, or unit is specified "Lump Sum" as the unit of measurement, the unit will include fittings, accessories, and all work necessary to complete the work as shown on the plans and as specified in the contract documents.

C. The term "Plan Quantity" when used in an item description will mean that the item will not be measured, but will instead be paid for by the specified unit of measure and at the estimated quantity listed in the Bid Schedule.

D. When the accepted quantities of work vary from the quantities in the bid schedule, CONTRACTOR shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit prices for the work done. OWNER reserves the right to add to or delete from quantities listed in the bid schedule in order to match the total bid with the budgeted money available.

1.02 BID SCHEDULE

A. BID ITEM NO. 1 - MOBILIZATION

1. **METHOD OF MEASUREMENT** This item shall not be measured, but shall be paid for on a lump sum basis to cover Contractor’s cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item within this schedule. This shall include, but is not limited to, work described or enumerated in Section 01505, Mobilization.

2. **BASIS OF PAYMENT** Work completed under this bid item shall be paid for at the contract lump sum price in accordance with the following schedule:

   a. At 10% of project completion, 25% of the lump sum amount will be paid.

   b. At 25% of project completion, 50% of the lump sum amount will be paid.

   c. At 50% of project completion, 75% of the lump sum amount will be paid.

   d. At 75% of project completion, 100 % of the lump sum amount will be paid.

B. BID ITEM NO. 2 - TRAFFIC CONTROL

1. **METHOD OF MEASUREMENT** This item shall not be measured but shall be paid for on a lump sum basis to furnish and maintain all signs, electronic VMS boards, channelization devices, flagmen, and barricades required in the specifications or as ordered by the Owner, and as required for the proper protection and direction of the traveling public. All traffic control for work shall conform to the MUTCD. No work shall commence until the project has been adequately signed. The signs, channelization devices, flagmen, and barricades shall be moved as the work progresses, and replaced or repaired if damaged. Facilities, services, and actions shall comply with, but not necessarily be limited to, MUTCD and Springville City requirements.

2. **BASIS OF PAYMENT** Work completed under this bid item shall be paid for at the contract lump sum price in accordance with the following schedule:

   a. At 10% of project completion, 25% of the lump sum amount will be paid.

   b. At 25% of project completion, 50% of the lump sum amount will be paid.

   c. At 50% of project completion, 75% of the lump sum amount will be paid.

   d. At 75% of project completion, 100 % of the lump sum amount will be paid.

C. BID ITEM NO. 3 – FURNISH, AND PLACE MICRO SURFACING

1. **METHOD OF MEASUREMENT** This item shall be measured by the square yard for the micro surfacing properly placed in the roadway as noted in the Bid Schedule, and as required in the drawings and specifications.

2. **BASIS OF PAYMENT** Work completed under this bid item shall be paid for at the contract unit bid price per square foot listed in the Bid Schedule. Payment shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to furnishing the micro surfacing material, protecting existing utilities(manholes, valve covers, inlet boxes, etc.) , cleaning/preparing the roadway surface, prime/tack coat, hauling and placing micro surfacing material, collecting and disposing of excess material, cleaning gutters and side roads of excess or tracked material, expose all protected existing utilities (manholes, valve covers, inlet boxes, etc.) and other operations and materials required to install micro surfacing material the full width of the specified roadways as herein specified and as shown on the drawings.

- END OF SECTION -

SECTION 01040

COORDINATION

1.01 GENERAL

A. The OWNER and/or utility owners may be working within the project area while this contract is in progress. If so, the CONTRACTOR shall schedule his work in conjunction with these other entities to minimize mutual interference.

B. All compaction and other testing requirements specified shall be provided and paid for by OWNER.

C. CONTRACTOR shall notify OWNER of the schedule for materials testing required by CONTRACTOR in Sections 01410 and 01440 a minimum of 24 hours in advance in order to provide OWNER time to be present during desired testing. CONTRACTOR shall be responsible for obtaining copies of testing reports or data and insuring that the work is in full compliance with the Contract Documents.

D. CONTRACTOR shall notify owners of private rights-of-way 72 hours prior to work being performed across private owners' right-of-way.

E. If required to work in City streets or Utah Department Of Transportation (UDOT) right-of-way, CONTRACTOR shall notify right-of-way owner 72 hours prior to work being performed therein. Work within the City streets or UDOT right-of-way shall be in accordance with required permits and any license agreement with OWNER. CONTRACTOR shall obtain and comply with all required permits.

F. CONTRACTOR shall notify Springville Public Safety and Nebo School District (when school is in session) of all road closures a minimum 48 hours in advance of commencement of work and detail how long the roadway will be closed. Residents in affected areas shall be notified a minimum of 24 Hrs. in advance of work being done.

1.02 MEASUREMENT AND PAYMENT

A. Coordination shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 01070

ABBREVIATIONS

PART 1 GENERAL

1.01 DESCRIPTION

A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.02 ABBREVIATIONS AND ACRONYMS

AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	American General Contractors
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American Nation Standards Institute, Inc.
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASOC	American Society of Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DWQ	Department of Water Quality
DWR	Drinking Water Regulations
EIA	Electronic Industries Association
ETC	Electrical Test Laboratories
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers

IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
ISA	Instrument Society of America
ISO	International Organization of Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SSPWC	Standard Specification for Public Works Construction
UDOT	Utah Department of Transportation
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
UPRR	Union Pacific Railroad
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcements Institute, Inc.
WWPA	Western Wood Products Association

- END OF SECTION -

SECTION 01090

REFERENCE STANDARDS

1.01 GENERAL

A. TITLES OF SECTIONS AND PARAGRAPHS. Captions accompanying Specifications sections and paragraphs are for convenience of reference only, and do not form a part of the Specification.

B. APPLICABLE PUBLICATIONS. Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards or requirements of the respective issuing agencies which have been published as of the date that the work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.

C. SPECIALISTS, ASSIGNMENTS. In certain instances, specifications test requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements and shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.

B. Reference herein to "Building Code" or UBC shall mean the Uniform Building Code of the International Conference of Building Officials (ICBO). The latest edition of the code as approved and used by the local agency as of the date of award, as adopted by the agency having jurisdiction, shall apply to the work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings and the other Contract Document, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or labor. CONTRACTOR shall bid the most stringent requirements.

D. APPLICABLE STANDARD SPECIFICATIONS. CONTRACTOR shall construct the work specified herein in accordance with the requirements of the Contract Documents, the April 2007 Edition of the *Springville City Standard Specifications and Drawings* manual, and the referenced portions of those referenced codes, standards, and specifications listed herein; except, that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.

E. References in the Contract Documents to "Standard Specifications" shall mean April 2007 Edition of the *Springville City Standard Specifications and Drawings* manual and the Contract Documents including all current supplements, addenda, and revisions thereof.

F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including changes and amendments thereto.

H. UTAH STATE BOARD OF HEALTH REQUIREMENTS. Water and Sewer installation shall conform to the requirements of the Utah Administration Code, R448-3, for "Water Mains Near Sewers" for horizontal and vertical separation.

I. UTAH DEPARTMENT OF TRANSPORTATION (UDOT) REQUIREMENTS. CONTRACTOR's work shall conform to UDOT specifications for excavation on State highways. (See Section 17010)

J. U.S. ARMY CORPS OF ENGINEERS REQUIREMENTS. CONTRACTOR's work shall conform to C.O.E. Specifications in accordance with Section 404 of the Clean Water Act for excavation in wetlands.

K. Reference herein to APWA shall mean the latest edition of the “Manual of Standard Specifications” and “Manual of Standard Plans” as prepared by the American Public Works Association and the Associated General Contractors of America.

- END OF SECTION -

SECTION 01210

PROJECT MEETINGS

1.01 PRECONSTRUCTION CONFERENCE

A. Prior to the commencement of work at the site, a preconstruction conference will be held at a mutually agreed time and place which shall be attended by CONTRACTOR, its superintendent, and its subcontractors as appropriate. Other attendees will be:

1. Representatives of OWNER.

2. Governmental representatives as appropriate.

3. Others as requested by CONTRACTOR, or OWNER.

B. Unless previously submitted to OWNER, CONTRACTOR shall bring to the conference one copy of each of the following:

1. Progress Schedule – a detailed outline showing the sequences of construction of principle items of work. The outline shall show the beginning and ending dates of the major items of work on the Project.

2. A list of names, titles, addresses, and telephone numbers of the CONTRACTOR's responsible personnel, indicating those who may be reached outside normal working hours.

3. Procurement schedule of major equipment and materials and items requiring long lead time.

4. Shop Drawings/Sample/Substitute or "Or Equal" submittal schedule.

C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to CONTRACTOR prior to the meeting date, which may include the following:

1. CONTRACTOR's tentative schedules.

2. Transmittal, review, and distribution of CONTRACTOR's submittals.

3. Processing applications for payment.

4. Maintaining record documents.

5. Critical work sequencing.

6. Field decisions and Change Orders.

7. Use of project site, office and storage areas, security, housekeeping, and OWNER's needs.

8. Major equipment deliveries and priorities.

9. CONTRACTOR's assignments for safety and first aid.

D. OWNER will preside at the preconstruction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

1.02 PROGRESS MEETINGS

A. CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as required by OWNER or as required by progress of the work. CONTRACTOR, and all subcontractors active on the site shall be represented at each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.

B. OWNER shall preside at the meetings and provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

C. At each construction progress meeting a progress report shall be presented by the CONTRACTOR containing an updated Progress Schedule. Where the delayed completion date of a project phase is noted, the CONTRACTOR shall describe the anticipated delays or problems and outline the action plan being taken to counter their effect.

1.03 MEASUREMENT AND PAYMENT

1. Project Meetings shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 01300

CONTRACTOR SUBMITTALS

1.01 SHOP DRAWING SUBMITTAL

A. CONTRACTOR shall furnish to the OWNER for review, 4 copies of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, list, graphs, operating instructions, catalog sheets, data sheets, and similar items. Shop drawings and submittal requirements shall include interpretations of proposed or required configurations not shown on the drawings, so as a document record of such can be approved.

B. Drawings shall be submitted sufficiently in advance to allow the OWNER not less than ten regular working days for examining the drawings. These drawings shall be accurate, distinct, and complete and shall contain all required information, including satisfactory identification of items and unit assemblies in relation to the contract drawings and/or specifications.

C. When the shop drawings are approved by the OWNER, two sets of prints will be returned to CONTRACTOR marked "Approved", "Approved, Except as Noted", or similar notification. If changes or corrections are necessary, one set will be returned to CONTRACTOR with such changes or corrections, indicated by a brief statement, and CONTRACTOR shall correct and resubmit the drawings, in triplicate, when requested by the OWNER.

D. Approval of shop drawings, will not be required of reinforcing steel that is detailed by CONTRACTOR in accordance with the plans and specifications. Any change from the plans and specifications that is made by CONTRACTOR in reinforcing steel as well as any other change shall be approved by the OWNER in a written change order prior to any work being altered from that already approved for construction.

E. Fabrication of an item may be commenced only after the OWNER has reviewed the pertinent submittals and returned copies to CONTRACTOR marked either "Approved", or "Approved - Except as Noted". Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

F. All CONTRACTOR shop drawing submittals shall be carefully reviewed by an authorized representative of CONTRACTOR, prior to submission to the OWNER.

G. The OWNER's review of CONTRACTOR shop drawing submittals shall not relieve CONTRACTOR of the entire responsibility for the corrections of details and dimensions. CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. CONTRACTOR shall be responsible for dimensions and the design of adequate connections and details.

1.02 SAMPLES SUBMITTAL

A. Whenever requested of the OWNER, CONTRACTOR shall submit at least 1 sample of each item or material to the OWNER for acceptance at no additional cost to OWNER.

B. Samples, as required herein, shall be submitted for acceptance prior to ordering such material for delivery to the jobsite, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delay in the Work.

C. Unless otherwise specified, all colors and textures of specified items will be selected by the OWNER from the manufacturer's standard colors and standard materials, products, or equipment lines.

1.03 OPERATION AND MAINTENANCE MANUAL SUBMITTAL

A. No operation and maintenance manuals are required.

1.04 PROGRESS SCHEDULE SUBMITTAL

A. Prepare as progress schedule using the Critical Path Method.

B. Minimum Sheet Size: 11 x 17 inches.

C. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

D. Provide separate schedule of submittal dates for shop drawings, product data, and samples.

E. Submit revised Progress Schedule with each Application for Payment.

1.05 MEASUREMENT AND PAYMENT

1. Contractor submittals shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 01410

TESTING AGENCY SERVICES

1 GENERAL

1.01 **SECTION INCLUDES**

A. CONTRACTOR shall be responsible for providing Construction Quality Control Testing of all soils, concrete, etc. as required by the various sections of these specifications. This section includes the following:

1. Use of independent testing agency.
2. Control testing report submittal requirements.
3. Responsibilities of testing agency.

1.02 **REFERENCES**

A. ASTM D 3740: Standard Recommended Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ASTM D 4561: Standard Practice for Quality Control Systems for and Inspection and Testing Agency for Bituminous Paving Materials.

C. ASTM E 329: Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.03 **DEFINITIONS**

A. Independent Testing Agency: A testing agency NOT owned by CONTRACTOR, and an agency that does not have any preferential affiliation or association with CONTRACTOR, or any of CONTRACTOR's Subcontractors and Suppliers other than entering into a contract with CONTRACTOR to perform the duties defined in these specifications.

B. Professional Engineer: An engineer who complies with Utah licensing law and is acceptable to the authority having jurisdiction.

1.04 **QUALITY ASSURANCE**

A. CONTRACTOR shall employ and pay for services of an independent testing agency which complies with ASTM D 3740, ASTM D 4561, and ASTM E 329 to test materials for contract compliance.

B. Concrete Technician: Approved by ENGINEER or ACI certified.

1.05 CONTRACTOR SUBMITTALS

A. Prior to start of Work, submit testing agency's name, address, telephone number and the following:

1. Person charged with engineering managerial responsibility.
2. Professional engineer on staff to review services.
3. Level of certification of technicians.

1.06 TESTING AGENCY SUBMITTALS

A. Field Test Report: Submit report no later than the end of the current day.

B. Laboratory Test Report: Submit original report within 48 hours after test results are determined.

C. Final Summary Report: Submit prior to final payment.

D. On all reports include:

1. Project title, number and date of the report.
2. Date, time and location of test
3. Name and address of material Supplier.
4. Identification of product being tested and type of test performed.
5. Identify whether test is initial test or retest.
6. Results of testing and interpretation of results.
7. Name of technician who performed the testing.

1.07 RESPONSIBILITIES OF TESTING AGENCY

A. Calibrate testing equipment at least annually with devices of an accuracy traceable to either National Bureau of Standards or acceptable values of natural physical constraints.

B. Provide sufficient personnel at site and cooperate with CONTRACTOR, and OWNER's Representative in performance of testing service.

C. Secure samples using procedures specified in the applicable testing code.

D. Perform testing of products in accordance with applicable sections of the Contract Documents.

E. Immediately report any compliance or noncompliance of materials and mixes to CONTRACTOR, and OWNER's Representative.

F. When an out-of-tolerance condition exists, perform additional inspections and testing until the specified tolerance is attained, and identify retesting on test reports.

1.08 LIMITS ON TESTING AGENCY AUTHORITY

A. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Agency may not suspend Work.

C. Agency has no authority to accept Work for OWNER.

1.09 MEASUREMENT AND PAYMENT

A. Testing agency services shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 01440

QUALITY CONTROL AND MATERIALS TESTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Responsibilities for controlling quality of materials, products and workmanship.

B. Responsibilities for manufacturer's instructions, certificates and field service.

1.02 MATERIALS

A. All materials incorporated in the project shall be new and shall fully comply with the specifications. Unless otherwise clearly provided in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the contract are to be of the best available grade of their respective kinds. Whenever, in the specifications, any material, article, device, product, fixture, form, type of construction, or process indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired and shall be deemed to be followed by the words "or approved equal" and CONTRACTOR may in such case, upon receiving the ENGINEER's approval, purchase and use any item, type, or process which shall be substantially equal in every respect to that indicated or specified.

B. Materials and equipment may be used in the Work based upon receipt of a Supplier's certificate of compliance. Certificate must be in possession of CONTRACTOR and reviewed by OWNER prior to use.

C. Quality Assurance Testing by the OWNER shall not relieve CONTRACTOR of responsibility to furnish materials and work in full compliance with Contract Documents.

1.03 MANUFACTURER'S INSTRUCTIONS

A. Should instructions conflict with Contract Documents, request clarification before proceeding.

B. When required in individual sections, submit manufacturer's instructions in the quantity required for product data, delivery, handling, storage, assembly, installation, start-up, adjusting, balancing, and finishing, as appropriate.

1.04 MANUFACTURER'S CERTIFICATES

A. When required in individual sections, submit manufacturer's certificate in duplicate executed by responsible officer certifying that product meets or exceeds specified requirements.

1.05 MANUFACTURER'S FIELD SERVICES

A. When required in individual sections, have manufacturer or Supplier provide qualified representative to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable and to make written report of observations and recommendations to OWNER.

1.06 WORKMANSHIP

A. Maintain performance control and supervision over Subcontractors, Suppliers, manufacturers, products, services, workmanship, and site conditions, to produce work in accordance with Contract Documents.

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

C. Provide suitable qualified personnel to produce specified quality.

D. Ensure finishes match approved samples.

1.07 INSPECTION AND TESTING OF MATERIALS

A. Testing agency and testing for quality control and material testing shall be furnished by CONTRACTOR as part of the project. Results of testing shall be reported to CONTRACTOR and OWNER on site. Reports of the testing shall be transmitted directly to the OWNER.

B. Materials to be supplied under this contract will be tested and/or inspected either at their place of origin or at the site of the work by the testing agency. CONTRACTOR shall give the OWNER written notification well in advance of actual readiness of materials to be tested and/or inspected at point of origin so OWNER may witness testing by the testing agency. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the material nor shall it preclude retesting or re-inspection at the site of the work.

C. CONTRACTOR shall furnish such samples of materials as are requested by the OWNER, without charge. No material shall be used until reports from the testing agency have been reviewed and accepted by the OWNER. See Section 01300, CONTRACTORs Submittal.

1.08 UNSATISFACTORY CONDITIONS

A. Examine areas and conditions under which materials and products are to be installed. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

1.09 QUALITY CONTROL TESTING

A. OWNER's failure to detect any defective Work or materials does not prevent later rejection when such defect is discovered nor does it obligate OWNER for acceptance.

B. CONTRACTOR shall provide 24-hours minimum notice to OWNER for all testing required by these specifications so that OWNER may be present during testing.

1.10 TESTING ACCEPTANCE AND FREQUENCY

A. Minimum Quality Control Testing Frequency: As defined in Table 01440-1, the CONTRACTOR shall be responsible to ensure that all testing is performed at the frequencies shown. CONTRACTOR shall uncover any work at no cost to OWNER to allow the testing agency to perform required testing at the frequency shown.

B. Acceptance of Defective Work: As defined in Article 13.08 of the General Conditions.

1.11 MEASUREMENT AND PAYMENT

A. There shall be no separate measurement and payment for general quality control & materials testing. General quality control and materials testing include all test requirements of these specifications. Any Contractor costs for general quality control & materials testing shall be considered as included in the contract unit or lump sum prices for the various items of the contract to which it relates.

B. Quality Control and Materials Testing required in Table 01440-1, shall be paid for by CONTRACTOR. Any additional independent Quality Assurance testing requested and approved by OWNER prior to testing shall be paid for by OWNER.

TABLE 01440-1: QUALITY CONTROL TESTING FREQUENCY

SYSTEM or MATERIAL	TESTS	MINIMUM REQUIRED FREQUENCY
SUBGRADE AND BACKFILL MATERIALS		
Section 02221 Excavation and Backfill for Buried Pipelines	Field Density	1 test per 300 linear feet per 1.5 feet of backfill thickness placed.
	Laboratory	1 test for each material type which includes proctor, classification and gradation.
Section 02222 Excavation and Backfill for Structures	Field Density	1 test per 300 linear feet per 1.5 feet of backfill thickness placed.
	Laboratory	1 test for each material type which includes proctor, classification and gradation.
Section 02278 Road Base - Untreated Base Course	Field Density	Base course subgrade: 1 test per 2,000 square feet of area. Base course: 1 test per 2,000 square feet of area.
	Laboratory	Base course: 1 test for each material type which includes proctor, classification and gradation.
ASPHALT		
Section 02500 Removal and Replacement of Surface Improvements	Mix Design	Marshall Test Method: 1 test initially per each type of material and each change in target, and for each day of production thereafter. Specific Gravity: 1 per each Marshall Test Extraction: 1 test per each Marshall Test
	Field Density	Bituminous surfaces: 1 test per 2,000 square feet placed or part thereof.
	Asphalt Thickness and Core Density	Bituminous surfaces: 1 test sample every 300 linear feet of completed roadway.
PORTLAND CEMENT CONCRETE		
Section 03300 Cast-in-Place Concrete	Slump	1 test every day of placement or 1 test for every 50 cubic yards and more frequently if batching appears inconsistent. Conduct with strength tests.
	Entrained air	1 test with slump test.
	Ambient and concrete tem-	1 test with slump test.

SYSTEM or MATERIAL	TESTS	MINIMUM REQUIRED FREQUENCY
	peratures	
	Water cement ratio.	to be verified and provided with batch tickets.
	Compressive strength	1 set of 4 cylinders every 50 c.y. or part thereof per day.

NOTES:

1 Additional tests shall be conducted when variations occur due to the contractor's operations, weather conditions, site conditions, etc.

2 Classification, moisture content, Atterberg limits and specific gravity tests shall be conducted for each compaction test if applicable.

3 Tests can substitute for same tests required under "Aggregates" (from bins or source), although gradations will be required when blending aggregates.

4 Aggregate moisture tests are to be conducted in conjunction with concrete strength tests for water/cement calculations.

- END OF SECTION -

SECTION 01505

MOBILIZATION

1.01 GENERAL

A. This Section is provided to cover CONTRACTOR's cost of general and miscellaneous responsibilities and operations not normally attributed to, or included in, any other single bid item. This shall include, but not necessarily be limited to, work described or enumerated in this section under the following subsections. Costs for listed work shall be included in the lump-sum price for "Mobilization".

1.02 MOVING TO AND FROM THE JOB SITE

A. This shall include CONTRACTOR's preliminary arrangement for starting and stopping construction operations, work schedules, and transportation of equipment and personnel to and from the project.

1.03 CLEAN-UP

A. The cost of all clean-up work as specified and not covered under other items shall be included in the Bid.

1.04 TEMPORARY UTILITIES

A. Any temporary services and utilities such as telephone, electrical, water, toilet facilities, etc., shall be the responsibility of the CONTRACTOR and shall be included in the Bid.

1.05 PERFORMANCE BOND, PAYMENT BOND, AND INSURANCE

A. The cost of the performance bond, payment bond, and any required insurance and/or other miscellaneous cost associated with this project shall be included with the Bid.

1.06 PERMITS

A. CONTRACTOR shall provide all necessary permits for completion of the work.

1.07 PRE-CONSTRUCTION VIDEO RECORDS

A. The Contractor shall provide a video tape record with coverage to allow accurate determination of location, size and condition, etc. of existing features and improvements within the designated work area.

- END OF SECTION -

SECTION 01530

PROTECTION OF EXISTING FACILITIES

1.01 GENERAL

A. Any existing facilities, disturbed which are located in or adjacent to the line of work such as curbs, gutters, drive approaches, sidewalks, driveways, fences, underground pipes, conduits, or utilities, shall be cleaned up and restored in kind by the Contractor and in accordance with the specifications contained herein governing the various types of services involved.

1.02 RESTORATION OF FENCES

A. Where it is necessary to remove any fence to facilitate the Contractor's operation, the Contractor shall obtain prior agreement with the Owner for removal of the fence, and shall be responsible for any damage due to negligence of the Contractor. As soon as practical, the fence shall be restored substantially to the same or improved condition as it was prior to the commencement of the work. Where livestock is present the Contractor shall provide temporary fencing to keep livestock away from the construction area.

1.03 INTERFERING STRUCTURES AND UTILITIES

A. The Contractor shall exercise all possible caution to prevent damage to existing structures and utilities, whether above ground or underground. It shall be the responsibility of the Contractor to locate and expose all existing underground and overhead structures and utilities in such a manner as to prevent damage to same. The Contractor shall notify all utility offices concerned at least 48 hours in advance of construction operations in which a utility agency's facilities may be involved. This shall include, but not be limited to, irrigation water, culinary water, telephone, gas, and electric. The Contractor shall be responsible for any and all changes to, reconnections to public utility facilities encountered or interrupted during prosecution of the work, and all costs relating hereto shall be at the Contractor's expense. The Contractor shall contract with and pay Public Utility Agencies for work required in connection with all utility interferences and handle all necessary notifications, scheduling, coordination, and details. The cost of public utility interferences shall be included in the Contractor's lump sum or unit price bid covering the major contract facility to which interference or changes are attributable.

B. Any damages to private property, either inside or outside the limits of the easements provided by the Owner, shall be the responsibility of the Contractor. Any roads, structures, or utilities damaged by the work shall be repaired or replaced in a condition equal to or better than the condition prior to the damage. Such repair or replacement shall be accomplished at the Contractor's expense without additional compensation from the Owner.

C. The Contractor shall remove and replace small miscellaneous structures such as fences and culverts which are damaged by the construction activity at his own expense without additional compensation from the Owner. The Contractor shall replace these structures in a condition as good as or better than their original condition.

D. The Contractor shall saw cut the edge of existing drive approaches, where necessary, to prevent their damage during removal and replacement of the adjacent asphalt surface. Drive approaches which are damaged by the construction activity shall be repaired by the Contractor at his own expense without additional compensation from the Owner. The Contractor shall replace these structures in a condition as good as or better than their original condition.

E. At points where the Contractor's operations are adjacent to or across properties of railway, telegraph, telephone, irrigation canal, power, gas, water, or adjacent to other property (damage to which might result in considerable expense, loss, and inconvenience), no work shall be started until all arrangements necessary for the protection thereof have been made.

F. The locations of the major existing culinary water lines, gas pipes, underground electric, cable television, and telephone lines that are shown on the plans, were taken from city maps, and maps supplied by the utility owner. It should be expected that some location discrepancies will occur. Neither the Owner nor its officers or agents shall be responsible for damages to the Contractor as a result of the locations of the utilities being other than those shown on the plans or for the existence of utilities not shown on the plans.

G. The Contractor shall be solely and directly responsible to the Owners and operators of such properties for any damage, injury, expense, loss or inconvenience, delay, suits, actions, or claims of any character brought because of an injury or damage which may result from the carrying out of the work to be done under the contract.

H. In the event of interruption to either domestic or irrigation water, or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the authority in restoration of service as soon as possible, and shall not allow interruption of any water or utility service outside working hours unless prior approval is received.

1.04 RIGHTS-OF-WAY

A. The Contractor shall be required to confine construction operations within the dedicated rights-of-way for public through fares, or within areas for which construction easements have been obtained, unless they have made special arrangements with the affected property owners in advance. The Contractor shall be required to protect stored materials, cultivated trees and crops, and other items adjacent to the proposed construction site.

B. The Contractor shall submit for approval by the Engineer the type and size of equipment used, and the methods for work performed on the rights-of-way across private properties, to avoid or minimize injury to trees, shrubs, gardens, lawns, fences, driveways, retaining walls, or other improvements within the rights-of-way.

C. Property owners affected by the construction shall be notified by the Contractor at least 48 hours in advance of the time the construction begins. During all construction operations, the Contractor shall construct and maintain such facilities as may be required to provide access by all property owners to their property. No person shall be cut off from access to his property for a period exceeding 8 hours unless the Contractor has made special arrangements with the affected persons.

The Contractor shall, daily or more frequently if necessary, grade all disturbed areas to be smooth for motor vehicle traffic.

1.05 MEASUREMENT AND PAYMENT

A. Protection of existing facilities shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 01550

JOB CONDITIONS

1.01 SITE INVESTIGATION

A. CONTRACTOR acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, access to the site, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract.

1. CONTRACTOR further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials to be encountered from his inspection of the site and from reviewing any available records of exploratory work furnished by OWNER or included in these Documents. Failure by CONTRACTOR to acquaint himself with the physical conditions of the site and all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

2. CONTRACTOR warrants that as a result of his examination and investigation of all the aforesaid data that he can perform the work in a good and workmanlike manner and to the satisfaction of OWNER. OWNER assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefor is assumed by OWNER.

B. STREET USE. Nothing herein shall be construed to entitle CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the work hereunder, and CONTRACTOR shall so conduct operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority.

1.02 CONTRACTOR'S WORK AND STORAGE AREA

A. CONTRACTOR shall make arrangements for any necessary offsite storage or shop areas necessary for the proper execution of the work.

1.03 MEASUREMENT AND PAYMENT

A. Job conditions shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 01570

TRAFFIC CONTROL

1.01 GENERAL

A. The Contractor shall comply with all rules and regulations of the City, County, and State authorities regarding the closing of public streets or highways. If conditions justify, the Engineer may authorize the Contractor to conduct his work in specific areas and to specific tasks to avoid sporadic and unorganized work efforts.

B. All work performed on or within the right-of-way of state roads shall have traffic control devices in place before work begins that meet the requirements of Utah Department of Transportation's "Specifications for Excavation on State Highways".

C. No road shall be closed by the Contractor to the public except by express permission of the ENGINEER and after obtaining the required permits. Where it is necessary to close a county or city road to thru traffic, the road shall be closed to thru traffic only - not local traffic. The road shall be closed for two (2) blocks only, not over 1,500 feet. The road shall be barricaded at each point of public access with barricades meeting the Utah Department of Transportation's specifications.

D. Road closures for final paving purposes may be longer as negotiated with the ENGINEER.

E. Center Street, 400 South, 800 South intersections: two of the three intersections must remain open at all times.

F. Variable Message Signs (VMS) are required to be placed a minimum of two (2) working days in advance of closures of 400 North, 400 East, Center, 400 South and 800 South.

G. Traffic must be kept open on those roads and streets where no detour is possible. The Contractor shall, at all times, conduct his work so as to insure the least possible obstruction to traffic and normal commercial pursuits. All obstructions within traveled roadways shall be protected by approved signs, barricades, and lights where necessary for the safety of the traveling public. The convenience of the general public and residents, and the protection of persons and property is of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

H. Excavations on project sites from which the public is excluded shall be marked or guarded in a manner appropriate for the hazard.

1.02 TRAFFIC CONTROL

A. For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal

Highway Administration (ANSI D6.1). The Contractor shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.

B. If at any time the conditions indicate that the Contractor's protective facilities and service are inadequate to assure the safety of the public or the Contractor's workers, the Contractor shall provide additional facilities of services as may be necessary to assure protection at no additional cost to the Owner.

C. Where required, CONTRACTOR shall obtain a traffic control permit from the governing agency prior to beginning work, and shall comply with all requirements of the permit.

1.03 MEASUREMENT AND PAYMENT

A. Traffic control will not be measured, but shall be paid for on a lump sum basis for the completion of the work as noted in the Bid Schedule.

- END OF SECTION -

SECTION 01700

PROJECT CLOSEOUT

1.01 FINAL CLEANUP

A. CONTRACTOR shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the work by OWNER will be withheld until CONTRACTOR has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.02 TOUCH-UP AND REPAIR

A. CONTRACTOR shall touch up or repair all finished surfaces on structures, equipment, fixtures, or whatever, that have been damaged prior to final acceptance. Surface on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

1.03 CLOSEOUT TIMETABLE

A. CONTRACTOR shall establish dates for equipment testing, acceptance periods and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.04 MAINTENANCE AND GUARANTEE

A. CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 6 of the General Conditions, Section 00700.

B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as part of such required repair work, and any repair or resurfacing which becomes necessary by reason of such required repair work shall be completed by CONTRACTOR at no cost to OWNER.

C. CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from OWNER. If CONTRACTOR fails to make such repairs or replacement promptly, OWNER reserves the right to do the work and CONTRACTOR and his surety shall be liable to OWNER for the cost thereof.

D. The CONTRACTOR shall obtain a signed release from the property owner approving restoration of work in the construction easements across or bordering private property.

1.05 BOND

A. CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 5 of the General Conditions, Section 00700.

1.06 FINAL ACCEPTANCE

A. Final acceptance and final payment shall not be made until all provisions of the General Conditions Article 14 have been satisfied.

1.07 MEASUREMENT AND PAYMENT

A. Project closeout shall not be measured or paid as a separate item, but shall be included as part of the various items to which it relates.

- END OF SECTION -

SECTION 02000

Supplemental Specification

International Slurry Surfacing Association
Recommended Performance Guideline for Micro Surfacing

A143
(Revised February 2010)

Delete Section 11.2 and replace with the following:

11.2 RATE OF APPLICATION

The micro surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be in accordance with the table below.

AGGREGATE TYPE	LOCATION	SUGGETED APPLICATION RATE
Type II	Urban and Residential Streets Airport Runways Scratch or Leveling Course	14 lbs/yd2 (5.4 – 10.8 kg/m2) As Required
Type III	Primary and Interstate Routes Wheel Ruts Scratch or Leveling Course	25 lbs/yd2 (5.4 – 10.8 kg/m2) As Required (See Appendix B) As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the micro surfacing is being applied.

SECTION 01 31 13
COORDINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination among CONTRACTOR's employee's and Subcontractors, And any utility company, separate contractor, property owner, OWNER, and authority having jurisdiction.

1.2 COORDINATING WITH ENGINEER

A. Cooperate with ENGINEER, inspectors, and separate contractors to establish on-site lines of authority for communication.

B. Develop procedures for handling submittals, reports, records, recommendations, coordination drawings, and schedules.

C. Notify in writing of problems that develop during construction.

D. Ensure agency responsible for operation and maintenance of the completed facility is advised before a project or parts thereof are open for use.

E. Maintain and operate the Work until accepted and turned over to the agency responsible for operation and maintenance.

1.3 COORDINATING WITH PRIVATE AND PUBLIC AGENCIES

A. Notify private and public agencies affected by the proposed construction, coordinate required adjustments, and arrange for all necessary adjustments of utilities within or adjacent to the limits of construction.

B. Obtain utility locations from the one-call center (Blue Stake) or other utility coordination service 2 to 7 working Days prior to any excavation. Locations must be updated every 14 Days.

C. All utilities and utility appurtenances within the limits of the Work that are to be relocated or adjusted shall be moved by the affected utility company, unless specified otherwise.

D. Notify police, fire and transit authority.

1.4 COORDINATING WITH SEPARATE CONTRACTORS

A. Coordinate with separate contractors at no additional cost to OWNER to leave Work complete and finished.

B. Inspect and promptly report any apparent discrepancies or defects in work done by separate contractors that render Work unsuitable for proper execution and results. Failure to inspect and report shall constitute acceptance of separate contractor's work as fit and proper to receive work of this contract, except as to defects that may develop in the other separate contractor's work after the execution of the CONTRACTOR's work.

1.5 COORDINATING WITH ADJACENT PROPERTY OWNER

A. Notice: Notify property owner 10 Days prior to the start of construction and at least 48 hours in advance of the interruption of utility service or the interruption of access, or the installation of bituminous material.

B. Access: Provide all weather access to property owner at all times, unless property owner or ENGINEER approve otherwise.

C. Easements: Where work is on easements on private property, coordinate work with the property owner so that work will minimize inconvenience to property owner.

D. Refuse Collection:

1. Notify all affected property owners ahead of time by written notice. Notify them not to put out any refuse at the appropriate time. Tell them another time that will be the time to collect their refuse.

2. If necessary haul refuse to nearest point of suitable collection as determined by the refuse collection agency.

E. Mail: Cooperate with the U.S. Postal Service in the delivery of mail.

1.6 **INTERRUPTION OF UTILITIES**

A. Notify fire and police services in local jurisdiction if emergency is safety related or if construction activities interrupt any utility service.

B. Contact the affected utility company. Find out how soon repairs can be made as well as when the repairs will begin.

C. Contact the affected local residences or businesses. Inform when repairs will begin and how long it will take to complete them.

D. Inform ENGINEER and OWNER.

1.7 **INTERRUPTION OF OWNER'S OPERATIONS**

A. If any aspect of normal OWNER operations needs to be interrupted for completion of the Work, notify ENGINEER in writing.

B. Submit notice with an alternate plan to cover contingency problems. In the alternate plan allow for maintenance of utilities or other essential services that must be interrupted for any period otherwise deemed necessary by OWNER to be unacceptable for necessary OWNER operations.

C. Shutdown of utilities must be accomplished during approved hours at no additional cost to OWNER. If work requires a longer shutdown, it must then be accomplished during separate periods.

D. Do not proceed with proposed shutdown without written approval.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 31 19
PRECONSTRUCTION CONFERENCE

PART 1 GENERAL

1.1 **SECTION INCLUDES**

A. CONTRACTOR participation in preconstruction conference.

1.2 **PRECONSTRUCTION CONFERENCE**

A. Prior to commencement of Work at site, a preconstruction conference will be held at a mutually agreed time and place attended by CONTRACTOR, its' superintendent, and its' Subcontractors as appropriate. Other attendees will be:

1. ENGINEER and Resident Project Representative.
2. Representatives of OWNER.
3. Representatives of affected utility companies.
4. Governmental representatives as appropriate.
5. Others as requested by CONTRACTOR, OWNER, or ENGINEER.

B. Unless previously submitted, bring to the conference one copy of each of the following:

1. Progress schedule.
2. Procurement schedule of major equipment and materials and items requiring long lead time.
3. Schedule of submittals.
4. Schedule of values (lump sum price breakdown) for progress payment purposes.
5. Schedule of OWNER furnished items.

C. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date, which may include the following:

1. CONTRACTOR's tentative schedules.
2. Transmittal, review and distribution of CONTRACTOR's tentative schedules.
3. Processing applications for payment.
4. Maintaining Record Documents.
5. Critical work sequencing.
6. Field decisions and Change Orders.
7. Use of Project site, office and storage areas, security, housekeeping,

and OWNER's needs.

8. Major equipment deliveries and priorities.
9. CONTRACTOR's assignments for safety and first aid.

D. ENGINEER will preside at preconstruction conference and will arrange for recording and distributing minutes to all persons in attendance.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 35 10
ACCEPTANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. ENGINEER's acceptance provisions.

B. Dispute resolution.

1.2 DEFINITIONS

A. Acceptance Testing: Testing to verify product or work complies with the Contract Documents. ENGINEER usually accomplishes the testing. The CONTRACTOR's control testing is sometimes used.

B. Independent Testing Agency: A testing agency NOT owned by affiliated with, or in any way associated with CONTRACTOR, or any of CONTRACTOR's Subcontractors and Suppliers, that is accredited by a national authority.

C. Lot: A lot is an isolated quantity of material produced essentially by the same process. Example: One day's production or 1500 tons.

D. Sample: A sample is one measurement or count that represents a part or all of the Lot. Example: Five density measurements that represent the day's production (or Lot) are five separate samples.

1.3 ACCEPTANCE

A. Acceptance of Product and Material: Based upon visual examination or physical testing. ENGINEER may have such examination or testing done by a separate agency.

B. Control Testing: ENGINEER retains right to accept or reject material or work based upon CONTRACTOR's control testing.

C. Acceptance of Lots:

1. Samples in a Lot will be randomly collected.
2. A Lot may be evaluated on the basis of fewer Samples when the minimum specified number of Samples cannot be collected.
3. A Lot will not be passed until ENGINEER accepts or passes all sub-lots.
4. A Lot with a defective sub-lot may be accepted at a reduced price if an appropriate pay factor is used to determine the price adjustment for the whole Lot. Do not apply pay factors only against defective sub-lots.

D. Submittals: Acceptance of submittal data supercedes specified criteria. Example; Mix design acceptance may alter specified mix design criteria.

1.4 **DEFECTIVE WORK**

A. Failure to detect any Defective Work or materials does not prevent later rejection when such defect is discovered, nor does it obligate ENGINEER for acceptance.

B. If work or material is obviously defective, it must be corrected even if it or they are not a part of a set of random Samples.

1.5 **DISPUTE RESOLUTION**

A. CONTRACTOR must provide basis of disagreement in writing to ENGINEER.

B. If CONTRACTOR desires to do any retesting, CONTRACTOR must submit a written plan to the ENGINEER for approval. Any testing done without ENGINEER's written approval will be rejected.

C. The retesting must be performed by a mutually acceptable Independent Testing Agency.

D. Retesting for acceptance will be done at no cost to the OWNER.

E. ENGINEER reserves the sole right not to utilize the retest results for evaluation of the Work.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 35 10
ACCEPTANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. ENGINEER's acceptance provisions.

B. Dispute resolution.

1.2 DEFINITIONS

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C. The retesting must be performed by a mutually acceptable Independent Testing Agency.

D. Retesting for acceptance will be done at no cost to the OWNER.

E. ENGINEER reserves the sole right not to utilize the retest results for evaluation of the Work.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 42 19
REFERENCES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Acronyms used in Contract Documents for reference standards.

B. Source of references.

C. Applicability of referenced standards.

D. Provision of referenced standards at site.

1.2 QUALITY ASSURANCE

A. For products or workmanship specified by trade association or government agency, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. The latest edition of the standards and their supplements referenced as a part of any section are incorporated in that section to the extent specified therein. In any case of conflict, the requirements of the section shall prevail. The date of the standard is that in effect as of the Bid date, or date of OWNER-CONTRACTOR Agreement when there are no bids, except when a date is specified.

C. When required by individual specification section, obtain copy of standard. Maintain copy at job site during submittals, planning, and progress of the specific work, until Substantial Completion.

1.3 TRADE ASSOCIATIONS

A. The following acronyms or abbreviations referenced in Contract Documents are subject to change, and are the best known at date of this book's publishing.

AAMA American Architectural Manufacturer's Association, 2700 River Road, Suite 118, Des Plaines, IL 60018.

AAN American Association of Nurserymen, Inc., 1250 I Street, NW., Suite 500, Washington DC 20005.

AASHTO American Association of State Highway and Transportation Officials, 444 North Capitol Street, NW, Washington, DC 20001.

ACI American Concrete Institute, Box 19150, Reford Station, Detroit, MI 48219.

ACPA American Concrete Pipe Association, 8320 Old Courthouse Rd., Vienna, VA 22180.

AGC Associated General Contractors of America,1957 E. Street, NW, Washington, DC 20006.

AI	Asphalt Institute, Asphalt Institute Building, College Park, MD 20740.
AIA	American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006-5292.
AISC	American Institute of Steel Construction, 400 North. Michigan Ave., Chicago, IL 60611.
AMRL	Aashto Materials Reference Library, 444 North Capitol Street, NW, Washington, DC 20001.
AISI	American Iron Standards Institute, 1133 Fifteenth St., NW Washington, DC 20005.
ANSI	American National Standards Institute, 1430 Broadway, New York, NY 10018.
APA	American Plywood Association, P.O. Box 11700, Tacoma, WA 98411.
ASME	American Society of Mechanical Engineers, 345 East 47th Street, New York, NY 10017.
ASPA	American Sod Producers Association, Association Building, Ninth and Minnesota, Hastings, NE 68901.
ASTM	American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.
ATSSA	American Traffic Safety Services Association, Inc., ATSSA Building, 5440 Jefferson Davis Highway, Fredericksburg, VA 22401.
AWPA	American Wood-Preservers' Association, P.O. Box 849, Stevensville, MD 21666.
AWPB	American Wood-Preservers' Bureau, P.O. Box 5283, Springfield, VA 22150.
AWS	American Welding Society, 350 Le Jeune Road, NW., Miami, FL 33125.
AWWA	American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235.
BIA	Brick Institute of America, 11490 Commerce Park Drive, Suite 300, Reston, VA 22091.
CLFMI	Chain Link Fence Manufacturers Institute, 1776 Massachusetts Avenue, N.W., Washington, DC 20036.
CRSI	Concrete Reinforcing Steel Institute, 933 Plum Grove Rd., Schaumburg, IL 60195.
CSI	The Construction Specifications Institute, 601 Madison Street, Alexandria, VA 22314-1791.
EIA	Electronic Industries Association, 2001 I Street, NW, Washington, DC 20037.
ICBO	International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, CA 90601.
ICEA	Insulated Cable Engineer's Association, P.O. Box 440, South

	Yarmouth, MA 02664.
ICPI	Interlocking Concrete Pavement Institute, 14444 Eye Street NW, Suite 700, Washington DC 20005-2210. www.icpi.org.
IMIAC	International Masonry Industry All-Weather Council, International Masonry Institute, 823 15th Street, N.W. Washington, DC 20005.
IMSA	International Municipal Signal Association, P.O. Box 539, 1115 N. Main St., Newark, NY 14513.
MBMA	Metal Building Manufacturer's Association, 1230 Keith Building, Cleveland, OH 44115.
NAA	National Arborist Association, 174 Rt. 101, Bedford, NH 03102.
NEC	National Electric Code (from NFPA).
NEMA	National Electrical Manufacturer's Association, 2101 L Street NW, Suite 300, Washington CD 20037.
N.F.P.A.	National Forest Products Association, 1250 Connecticut Avenue, N.W., Washington, DC 20036.
NFPA	National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.
NPCA	National Precast Concrete Association, 1033 N. Meridian Street, Suite 272, Indianapolis, IN 46290
NSF	National Sanitation Foundation, P.O. Box 1468, 3475 Plymouth Road, Ann Arbor, MI 48106.
PCA	Portland Cement Association, 5420 Old Orchard Road, Skokie, IL 60077.
PCI	Prestressed Concrete Institute, 175 W. Jackson Blvd., Chicago, IL 60604.
PPI	Plastic Pipe Institute. A Division of the Society of The Plastics Industry, Inc., 355 Lexington Avenue, New York, N.Y. 10017.
S.D.I.	Steel Door Institute, (c/o A.P. Wherry and Assoc. Inc.) 712 Lakewood Center North, 14600 Detroit Ave, Cleveland, OH 44107.
SSPC	Steel Structures Painting Council, 4400 Fifth Avenue, Pittsburgh, PA 15213.
UBC	Uniform Building Code (from ICBO).
UL	Underwriters' Laboratories, Inc., 333 Pfingsten Road, Northbrook, IL 60062.
WAQUC	Western Alliance for Quality Transportation Construction,
WWPA	Western Wood Products Association, 522 SW 5th Avenue, Yeon Building, Portland, OR 97204.

1.4 GOVERNMENT AGENCIES

A. The following acronyms or abbreviations indicate names of standards or specification producing agencies of the Federal and State Governments and are the best known at the publishing date of this document.

CE	Corps of Engineers (U.S. Dept. of the Army) Chief of Engineers Referral, Washington, DC 20314.
CS	Commercial Standard (U.S. Department of Commerce), Government Printing Office, Washington DC 20402.
DOT	Department of Transportation, Federal Highway Administration, 400 Seventh St., SW, Washington, DC 20590.
FS	Federal Specification (General Services Administration), Specifications and Consumer Information, Distribution Section (WFSIS), 7th and D Street, SW, Washington, DC 20406.
MIL	Military Standardization Documents (U.S. Dept. of Defence) Naval Publications and Forms Center, 5801 Tabor Avenue, Philadelphia, PA 19120.
NBS	National Bureau of Standards (U.S. Department of Commerce), Gaithersburg, ND 20234.
PS	Product Standard of NBS (U.S. Department of Commerce), Government Printing Office, Washington, DC 20402.
REA	Rural Electrification Administration (U.S. Department of Agriculture) 14th St. and Independence Ave., SW, Washington, DC 20250.
UDOT	Utah Department of Transportation, 4501 South 2700 West Street, Salt Lake City, UT 84119.
USPS	U.S. Postal Service, 475 L'Enfant Plaza, SW, Washington, DC 20260.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 65 00
PRODUCT DELIVERY AND HANDLING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Basic requirements for product delivery and handling on site.

1.2 DELIVERY

A. Arrange for delivery of products in accordance with progress schedule to facilitate instruction prior to installation.

B. Coordinate deliveries to avoid conflict with work and conditions at site and:

1. Work of separate contractors, or OWNER.
2. Limitations of storage space.
3. OWNER's use of premises.

C. Deliver products in undamaged condition in original containers or packaging, with identifying labels for handling, storing, unpacking, protecting and installing intact and legible.

D. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.

E. Immediately upon delivery, inspect shipment to determine:

1. Product complies with requirements of Contract Document reviewed submittals.
2. Quantities are correct.
3. Containers and packages are intact, labels are legible.
4. Products are properly protected and undamaged.

1.3 PRODUCT HANDLING

A. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

B. Coordinate delivery with installation time to ensure minimum holding time for items that are hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

C. Handle products to prevent bending or over-stressing.

D. Lift heavy components at designated lifting points.

E. Discard damaged products.

1.4 **ACCESS**

A. Identify access to the CONTRACTOR's work and office area by use of signs so that agents, delivery trucks and other parties desiring to contact the CONTRACTOR may do so.

B. In security zones, prevent unauthorized personnel from proceeding outside of CONTRACTOR's work and office areas.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 66 00
PRODUCT STORAGE AND PROTECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Storage, handling and protection of products to be incorporated in the Work.

1.2 SUBMITTALS

A. Submit a copy of written permission if property other than OWNER's is used to store materials or equipment.

1.3 STORAGE

A. Store products immediately on delivery, per manufacturer's instructions, with seals and labels intact and legible.

B. Store products subject to damage by elements in weather-tight enclosures.

1. Maintain temperatures within ranges required by manufacturer's instructions.
2. Provide humidity control for sensitive products, as required by manufacturer's instructions.
3. Store unpacked products on shelves, in bins or in neat piles, accessible for Inspection.

C. Provide substantial platforms, blocking or skids to support fabricated products above ground, to prevent soiling or staining. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.

D. Store loose granular materials on solid surfaces to prevent mixing with foreign matter. Provide surface drainage to prevent flooding or ponding of rainwater. Prevent mixing with refuse or injurious materials. Do not store construction materials and equipment in municipal rights-of-way for more than 5 days.

E. Arrange storage in manner to provide easy access for Inspection.

1.4 STORAGE ON SIDEWALK, CURB AND GUTTER

A. Do not remove, block, or otherwise render sidewalks unusable by either the storage of construction equipment or materials or construction procedures used, unless a safe, usable, alternate walkway at least 4 feet wide is provided.

B. Maintain curb and gutter clean and clear of debris, dirt, or excavated materials at all times.

1.5 MAINTENANCE OF STORAGE

A. Maintain periodic system of Inspection of stored products on scheduled basis to assure that:

1. State of storage facilities is adequate to provide required conditions.
2. Required environmental conditions are maintained.
3. Surfaces of products exposed to elements are not adversely affected.

B. Any weathering of products, coatings and finishes is not acceptable.

1.6 STORAGE AREA RESTORATION

A. Remove all plant, equipment and stockpiles from the Work.

B. Restore all storage areas and service roads to prior condition without any additional cost to OWNER.

1.7 PROTECTION

A. Installed Product: Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion and acceptance of Work.

B. Finished Surfaces: Provide coverings to protect finished surfaces from damage.

1. Cover projections, wall corners, jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.
2. Protect finished floors and stairs from dirt and damage.
   a. In areas subject to foot traffic, secure heavy paper, sheet goods, or other materials in place.
   b. For movement of heavy products, lay planking or similar materials in place.
   c. For storage of products, lay tight wood sheathing in place.
   d. Cover walls and floor of elevator cars, and unprotected surfaces of car doors when used by construction personnel.

C. Waterproofed and roofed surfaces:

1. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
2. When some activity must take place in order to carry out the Work, obtain recommendations of Supplier and installer for protection of surface.
   a. Install recommended protection and remove on completion of that activity.
   b. Restrict use of adjacent unprotected areas.

D. Security: Provide security for materials, equipment and tools. OWNER will not protect Work from vandalism.

1.8 **PROTECTION OF LAWNS AND LANDSCAPING**

A. Protect planted lawn and landscaped areas from pedestrian and vehicular traffic.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 71 13
MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Mobilization and demobilization requirements.

1.2 DEFINITIONS

A. Mobilization includes bringing all necessary equipment to the site to do the Work. It also includes all labor, materials, and equipment to set up temporary offices, buildings, facilities, signs, and utilities.

B. Demobilization includes removing all construction equipment and debris so site is left clean.

1.3 TEMPORARY FACILITIES

A. Field Office: CONTRACTOR's choice.

B. Utilities: Provide power, telephone, water, storm and sanitary facilities, and all other temporary utilities required.

C. Security and Protection: Construct and maintain temporary fencing for the protection of materials, tools, and equipment. Obtain prior approval for all fence locations.

D. Construction and Support: Set up and maintain in a neat and orderly manner temporary roads and paving, dewatering facilities, enclosures, identification signs and bulletin boards, waste disposal and temporary heat. Provide and maintain temporary all weather pedestrian walk ways and road detours.

E. Invert Cover: Install covers as shown in Standard Plans or Drawings. Installation must be tight so no debris can by-pass the cover and enter the pipes below.

PART 2 PRODUCTS

2.1 MATERIALS

A. Temporary Materials: CONTRACTOR's choice.

PART 3 EXECUTION

3.1 INSTALLATIONS

A. Relocate and modify temporary facilities as required.

B. Install temporary utility service or connect to existing service.

C. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access. Use of gasoline-burning, open flame, or salamander type heating units is prohibited.

D. Use local standards and codes for erection of adequate fences and barricades. Maintain all signing, barricades, fencing, drainage, and other items as required to protect public and private property from damage caused by construction operations.

E. Coordinate location of storage areas to avoid interference with drainage, traffic, or private property.

F. Provide and maintain all temporary signage required by the Work.

3.2 REMOVALS

A. Completely remove temporary materials and equipment;

1. When construction needs can be met beause of permanent installation.
2. At completion of the Work.

B. Clean or repair damage caused by installation or use of temporary facilities.

C. Restore areas to original or to specified conditions at completion of the Work

END OF SECTION

SECTION 01 74 13
PROGRESS CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cleaning and disposal of waste materials, debris, and rubbish.

B. Cleaning of Work prior to Final Inspection.

1.2 SUBMITTALS

A. Prior to Project Closeout: Certificate of disposal of Hazardous Waste if applicable.

1.3 JOB CONDITIONS

A. On Site Burning: Not permitted.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS

A. Use only materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only cleaning materials recommended by manufacturer of item being cleaned.

PART 3 EXECUTION

3.1 CLEANING DURING CONSTRUCTION

A. Initiate and maintain a specific cleaning program to prevent accumulation of debris. Maintain areas under CONTRACTOR's control free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Provide covered containers for deposit of debris and rubbish.

C. Periodically clean interior areas to provide suitable conditions for finish work.

D. Remove debris and rubbish from closed or remote spaces prior to closing the space.

E. Broom clean interior areas prior to start of surface finishing, and continue cleaning on an as-needed basis.

F. Control cleaning operations so that dust and other particulate will not adhere to wet or newly-coated surfaces.

3.2 DISPOSAL DURING CONSTRUCTION

A. Regularly remove and legally dispose of waste materials, debris, and rubbish from site.

B. Provide additional collections and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation.

3.3 CLEANING PRIOR TO FINAL INSPECTION

A. Site:

1. Clean exposed-to-view surfaces.
2. Remove waste, debris, and surplus materials from site.
3. Clean grounds; paved areas and sweep clean.
4. Rake clean other surfaces.

B. Building:

1. Clean interior and exterior exposed-to-view surfaces.
2. Remove temporary protection and labels not required to remain.
3. Clean finishes free of dust, stains, films and other foreign substances.
4. Clean transparent and glossy materials to a polished condition. Polish reflective surfaces to a clear shine.
5. Vacuum clean carpeted and similar soft surfaces.
6. Clean resilient and hard-surface floors.
7. Clean surfaces of equipment; remove excess lubrication.
8. Clean plumbing fixtures to a sanitary condition.
9. Clean permanent filters of ventilating equipment and replace disposable filters when units have been operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
10. Clean lighting fixtures and lamps.
11. Continue cleaning until acceptance.
12. Remove waste and debris from roofs, gutters, area ways, and drainage systems.

END OF SECTION

Recommended Performance Guideline For Micro Surfacing

A143
(Revised February 2010)

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RECOMMENDED PERFORMANCE GUIDELINE FOR MICRO SURFACING

1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of micro surfacing.

2. DESCRIPTION

Micro surfacing shall consist of a mixture of polymer-modified emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the **OWNER** . Micro surfacing should be capable of performing in variable thickness cross-sections such as ruts, scratch courses and milled surfaces. After curing and initial traffic consolidation, it should resist further compaction. The micro surfacing shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

Micro surfacing is a quick-traffic system that allows traffic to return shortly after placement. Normally, these systems are required to accept straight, rolling traffic on a 0.5 in (12.7 mm) thick surface within one hour after placement in specific application conditions. Stopping and starting traffic may require additional curing time.

3. SPECIFICATIONS

It is normally not required to specify all tests for every project. A compilation of the results from the listed tests should be indicative of system performance. Failure to meet requirements for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, an individual test result may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

4. MATERIALS

4.1 EMULSIFIED ASPHALT

4.1.1 GENERAL

The emulsified asphalt shall be polymer modified. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

4.1.2 QUALITY TESTS

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 or ASTM D 2397 for CQS-1h, with the following exceptions:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Settlement and Storage Stability of Emulsified Asphalts, 24-h	T 59	D 6930	1% Maximum
Distillation of Emulsified Asphalt[1]	T 59	D 6997	62% Minimum
Tests on Emulsified Asphalt Residue			
Softening Point of Bitumen (Ring-and-Ball Apparatus)	T 53	D 36	135°F (57°C) Minimum
Penetration of Bituminous Materials at 77°F (25°C)	T 49	D 5	40-90[2]

[1] The temperature for this test should be held at 350°F (177°C) for 20 minutes.
[2] The climatic conditions should be considered when establishing this range.

The solubility test, if required, should be evaluated on the base asphalt.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets specification.

4.2 AGGREGATE

4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the micro surfacing. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.

4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	65 Minimum
Soundness of Aggregates by Use of Sodium Sulfate of Magnesium Sulfate	T 104	C 88	15% Maximum w/NA_2SO_4 25% Maximum w/$MgSO_4$
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine[1]	T 96	C 131	30% Maximum

[1]The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority).

SIEVE SIZE		TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE
3/8	**(9.5 mm)**	100	100	
# 4	**(4.75 mm)**	90 - 100	70 - 90	± 5%
# 8	**(2.36 mm)**	65 - 90	45 - 70	± 5%
# 16	**(1.18 mm)**	45 - 70	28 - 50	± 5%
# 30	**(600 um)**	30 - 50	19 - 34	± 5%
# 50	**(330 um)**	18 - 30	12 - 25	± 4%
#100	**(150 um)**	10 - 21	7 - 18	± 3%
#200	**(75 um)**	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type II. This aggregate gradation is used to fill surface voids, address surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface. This type of micro surfacing surface is appropriate for heavily traveled pavements, rut filling, or for placement on highly textured surfaces requiring larger size aggregate to fill voids.

4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the micro surfacing. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

5. LABORATORY EVALUATION

5.1 GENERAL

Before the work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing micro surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the **OWNER**

ISSA can provide a list of laboratories experienced in micro surfacing design.

5.2 MIX DESIGN

Compatibility of the aggregate, polymer-modified emulsified asphalt, water, mineral filler, and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 120 Seconds Minimum
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139	 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak Six-day Soak	TB 100	 50 g/ft^2 (538 g/m^2) Maximum 75 g/ft^2 (807 g/m^2) Maximum
Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb (56.71 kg)	TB 147	5% Maximum 2.10 Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft^2 (538 g/m^2) Maximum
Classification Compatibility	TB 144	11 Grade Points Minimum (AAA, BAA)

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a micro surfacing system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the length of time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29).

The percentage of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	5.5 - 10.5% by dry weight of aggregate
Mineral Filler	0.0 - 3.0% by dry weight of aggregate
Polymer Content	Minimum of 3.0% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

6. EQUIPMENT

6.1 GENERAL

All equipment, tools, and machines used in the application of micro surfacing shall be maintained in satisfactory working condition at all times.

6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply micro surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

When specifying continuous machinery to minimize transverse joints, the specified machine must be capable of loading materials while continuing to apply micro surfacing. The continuous-run machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

6.4 SPREADING EQUIPMENT

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

6.4.1 SECONDARY STRIKE-OFF

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

6.4.2 RUT-FILLING EQUIPMENT

When project plans require, Micro Surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of 0.5 in (12.7 mm), or greater in depth, shall be filled independently with a rut-filling box, either 5 ft (1.5 m) or 6 ft (1.8 m) in width. Ruts that are in excess of 1.5 in (38.1 mm) in depth may require multiple applications with the rut-filling box to restore the cross-section. When rutting or deformation is less than 0.5 in (12.7mm), a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Apply at a sufficient rate to level the pavement surface. The leveling course may, or may not, meet the suggested application rate in the table in Section 11.2. All rut-filling and level-up material should cure under traffic for at least twenty-four (24) hours before additional material is placed.

6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

7. CALIBRATION

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the **OWNER** prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

8. WEATHER LIMITATIONS

Micro surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No micro surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

Homeowners and businesses affected by the construction shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in the form of a written posting, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work

10. SURFACE PREPARATION

10.1 GENERAL

Immediately prior to applying the micro surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying micro surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the micro surfacing by a suitable method. The **OWNER** shall approve the surface preparation prior to surfacing.

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the micro surfacing emulsion. Consult with the micro surfacing emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd^2 (0.23-0.68 l/m^2). The tack coat shall be allowed to cure sufficiently before the application of micro surfacing. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

It is recommended to treat cracks wider than 0.25” (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

11. APPLICATION

11.1 GENERAL

If required, a test strip should be placed in conditions similar to those expected to be encountered during the project.

When local conditions warrant, the surface shall be fogged with water ahead of the spreader box. The rate of application of the fog spray may be adjusted as the temperature, surface texture, humidity, and dryness of the pavement change.

The micro surfacing shall be of the appropriate consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader box shall be avoided. No lumps or unmixed aggregate shall be permitted. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

No streaks, such as those caused by oversized aggregate or broken mix, shall be left in the finished surface. If excessive streaking develops, the job will be stopped until the contractor proves to the B.A.R. that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 0.5 in (12.7 mm) wide and 4.0 in (101 mm) long, or 1.0 in (25.4 mm) wide and 3.0 in (76.2 mm) long, in any 29.9 yd^2 (25 m^2) area. No transverse ripples or longitudinal streaks of 0.25 in (6.4 mm) in depth will be permitted, when measured by placing a 10 ft (3 m) straight edge over the surface.

11.2 RATE OF APPLICATION

The micro surfacing mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The application rate shall be in accordance with the table below.

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type II	Urban and Residential Streets Airport Runways Scratch or Leveling Course	10 - 20 lb/yd^2 (5.4 - 10.8 kg/m^2) As Required
Type III	Primary and Interstate Routes Wheel Ruts Scratch or Leveling Course	15 - 30 lb/yd^2 (8.1 - 16.3 kg/m^2) As Required (See Appendix B) As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the micro surfacing is being applied.

11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Partial width passes will only be used when necessary and shall not be the last pass of any paved area. A maximum of 3.0 in (76.2 mm) shall be allowed for overlap of longitudinal joints. Also, the joint shall have no more than a 0.25 in (6.4 mm) difference in elevation when measured by placing a 10 ft (3 m) straight edge over the joint and measuring the elevation difference.

11.4 MIXTURE

The micro surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. As much as possible, handwork shall exhibit the same finish as that applied by the spreader box. All handwork shall be completed prior to final surfacing.

11.6 LINES

Lines at intersections, curbs, and shoulders will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Longitudinal edge lines shall not vary by more than ± 2 in (± 51 mm) horizontal variance in any 96 ft (29 m) of length.

11.7 ROLLING

Rolling is usually not necessary for micro surfacing on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the micro surfacing has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the micro surfacing removed as specified by the **OWNER** The contractor shall remove any debris associated with the performance of the work on a daily basis.

12. QUALITY CONTROL

12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of micro surfacing. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the **OWNER** discretion, material tests may be run on representative samples of the aggregate and emulsion. **Tests will be run at the expense of the CONTRACTOR. The CONTRACTOR must notify the OWNER immediately if any test fails to meet the specifiactions.**

12.3 MICRO SURFACING

If required, representative samples of the micro surfacing may be taken directly from the micro surfacing machine. Residual asphalt content (ASTM D2172) tests may be run on the **samples at the expense of the CONTRACTOR. The CONTRACTOR must notify the OWNER immediately if any test fails to meet specs. Data obtained from the proportioning devices on the** micro surfacing machine may be used to determine individual material quantities and application rate.

12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

13. METHOD OF MEASUREMENT

13.1 AREA

On smaller projects, the method of measurement and payment is usually based on the area covered, measured in square feet, square yards, or square meters.

14. PAYMENT

The micro surfacing shall be paid for by the unit area accepted by the **OWNER** Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

APPENDIX A

AGENCIES

AGENCIES

AASHTO: **American Association of State Highway and Transportation Officials**
ASTM: **American Society for Testing and Materials**
ISSA: **International Slurry Surfacing Association**

TEST METHODS

EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 59	D 6930	Settlement and Storage Stability of Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt (This test method may have to be modified by using lower temperatures.)
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts

RESIDUE FROM EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 53	D 36	Softening Point of Bitumen (Ring-and-Ball Apparatus)
T 49	D 5	Penetration of Bituminous Materials

APPENDIX A

TEST METHODS (CONTINUED)

AGGREGATE AND MINERAL FILLER

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
T 96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density (“Unit Weight”) and Voids in Aggregate

MIX DESIGN

ISSA TEST NO.	TEST
A143	Standard Design, Testing and Construction of Micro Surfacing
TB 100	Wet Track Abrasion of Slurry Seals
TB 109	Excess Asphalt by LWT Sand Adhesion
TB 113	Mix Time
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 136	Causes of Inconsistency of Wet Track Abrasion Test (WTAT) Results
TB 144	Classification Compatibility by Use of the Schulze-Breuer and Ruck Procedure

NOTES:
ASTM D 6372, Standard Practice for Design, Testing, and Construction of Micro Surfacing, is a combined reference of the ISSA Test Bulletins listed above.

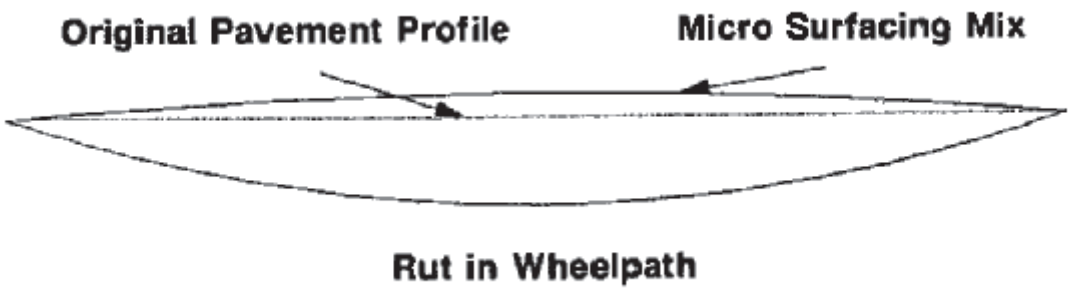
ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumem From Bituminous Paving Mixtures, is referenced in Section 12.3.

APPENDIX B

REPROFILING RUTTED WHEELPATHS WITH MICRO SURFACING

Rule of Thumb

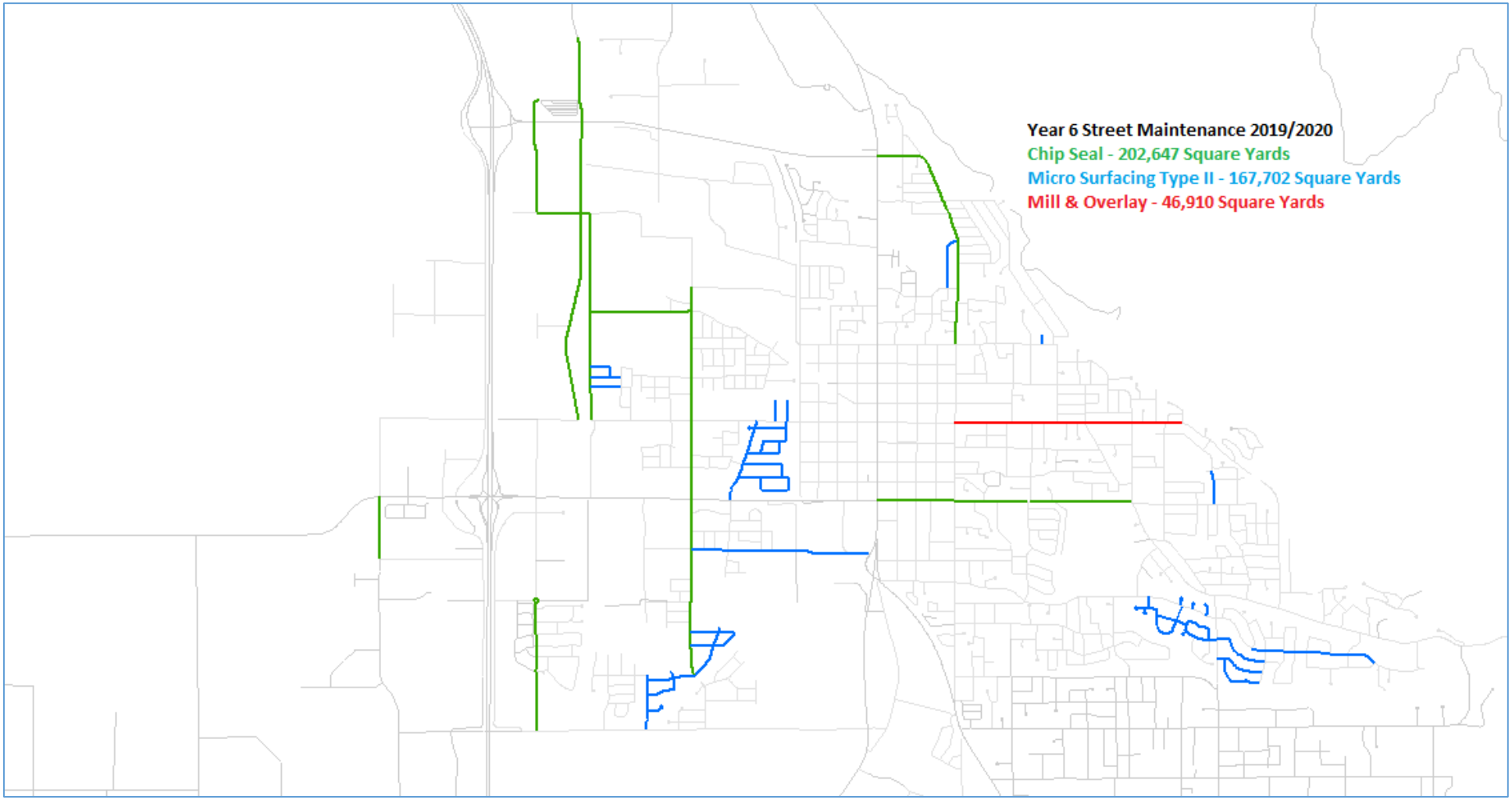
For every inch (mm) of micro surfacing mix, add 0.125 in (3.2 mm) to 0.25 in (6.4 mm) as a crown to allow for compaction under traffic.



Rut Depth		Micro Surfacing Quantity Needed	
0.5 - 0.75"	(12.7 - 19.1 mm)	20 - 30 lb/yd^2	(10.8 - 16.3 kg/m^2)
0.75 - 1.00"	(19.1 - 25.4 mm)	25 - 35 lb/yd^2	(13.6 - 19.0 kg/m^2)
1.00 - 1.25"	(25.4 - 31.75 mm)	28 - 38 lb/yd^2	(15.2 - 20.6 kg/m^2)
1.25 - 1.50"	(31.75 - 38.1 mm)	32 - 40 lb/yd^2	(17.4 - 21.7 kg/m^2)

Part 5

CONSTRUCTION DRAWINGS



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STREETS