City of Westfield

Contract and Specifications for 2014 Resurfacing Program

March 18, 2014

CITY OF
Westfield
INDIANA

SPECIFICATIONS AND CONTRACT DOCUMENTS -

2014 RESURFACING and MAINTENANCE PROGRAM

March 18, 2014

City of Westfield
Westfield Public Works Department
2706 East 171st Street
Westfield, IN 46074

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Neil VanTrees, P.E.

TABLE OF CONTENTS

2014 RESURFACING AND MAINTENANCE PROGRAM
CITY OF WESTFIELD, INDIANA

SECTION	SPECIFICATION TITLE
1	ADVERTISEMENT FOR BIDS
2	INSTRUCTION TO BIDDERS
3	PROPOSAL
4	STANDARD FORM OF AGREEMENT
5	FORM NO. 96
6	PERFORMANCE BOND
7	PAYMENT BOND
8	STANDARD GENERAL CONDITIONS OF THE
9	SUPPLEMENTARY CONDITIONS
10	WAGE RATES
11	GENERAL REQUIRMENTS
12	PAY ITEMS

APPENDIX

Details A-N
Figure P-6

ADVERTISEMENT FOR BIDS

Sealed proposals for **2014 Resurfacing and Road Maintenance Program** will be received by the City of Westfield, Indiana, at the Westfield Public Works Building, 2706 E. 171st Street, Westfield, Indiana, 46074 until **11:00 a.m.**, local time, on **Tuesday March 18, 2014**. Bids will publicly opened and read aloud. Any bids received later than the above time and date will be returned unopened. No conditional bids will be considered.

The 2014 Resurfacing and Road Maintenance Program consist of multiple work groups:

A. **~16,900 SYD of 2.0" Mill and 1.5" Resurfacing of E Greyhound Pass from 151st St to Oak Ridge Rd.**
B. **~16,020 SYD of 2.0" Mill and 2.0"Resurfacing of Westfield Blvd/S Union St from US 31 to Valley Farms Dr.**
C. **~600 SYD of 1.5" Milling and Resurfacing of the northbound lane of Gray Rd 1400' north of 146th St.**
D. **~1,850 SYD of Milling and 1.5" Resurfacing of Countryside Blvd from 169th St to Brooksburg Dr. to include a 2,500 SYD Full Depth Patch.**
E. **~6,900 SYD of Wedge & Level and 1.5" Resurfacing of Shady Nook Rd from SR 32 to 160' north of Sanibel Circle.**
F. **~13,360 SYD of Wedge & Level and 1.5" Resurfacing of Carey Rd from to 151st St to 100' south of 161st St.**
G. **~11,600 SYD of Wedge & Level and Resurfacing of 171st ST from Carey Rd to Union St.**
H. **~7,300 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 166th St to Little Eagle Creek.**
I. **~5,800 SYD of Wedge & Level & 2,500 SYD of 1.5" Milling, and Resurfacing Towne Rd from 161st St to 166th St.**
J. **~17,600 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 146th St to 161st St.**
K. **Mill & Resurface three parking lots (~5,313 SYD) and remove and replace another asphalt parking lot (~2,100 SYD) with roller compacted concrete at the Westfield Public Safety Building 17535 Dartown Rd.**
L. **Groups A-K**

The work groups will either be awarded together, separately, or in any combination as deemed to the advantage of the Owner. The project will be awarded to the lowest and most responsible bidder based on the combined total base bid for the work groups as selected by the Owner. The work will be located throughout the Westfield corporate limits.

Bids shall be properly and completely executed on the Proposal Form obtainable at the office of the Owner. Each bid shall be accompanied by Form 96 Contractor's Bid for Public Works, including Non-Collusion Affidavit as prescribed by the State Board of Accounts, completely filled out, signed, and notarized as required by the statutes of the State of Indiana, Section III of Part II of Form 96 titled "Contractor's Financial Statement," and acceptable bid security. The bid security shall be a certified check made payable to the Owner or satisfactory bond by an incorporated surety company in good standing and qualified to do business in the State of Indiana in an amount equal to 5% of the bid, said deposit being for the purpose of ensuring the execution of the contract for which bid is made. Any bid not accompanied by the above required items shall be deemed to be a non-responsive bid by the Owner.

No consideration for escalation on prices can be considered; therefore, contractors are advised to not include any such escalation clauses in their proposal for this project.

Wage rates on the project shall not be less than the common construction wage scale as established by the requirement of Indiana Code 5-16-7-1 and as being in effect at the time of the bid.

The Contractors to whom work is awarded shall be required to furnish a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, and they shall be acceptable to the City of Westfield, Indiana.

No bidder may withdraw his proposal within a period of 60 days following the date set for receiving bids. The City of Westfield, Indiana reserves the right to retain the three lowest bid proposals for a period of not more than 90 days, and said proposal shall remain in full force and effect during said time. The City of Westfield, Indiana further reserves the right to waive informalities and to award the contract to the lowest and most responsible bidder or bidders, all to the advantage of the City of Westfield, Indiana, or to reject all Proposals.

The contract documents, including plans and specifications, are on file at the Westfield Public Works Building; McGraw Hill Construction Services (F.W. Dodge), Reed Construction Data, Construction League of Indianapolis, Indiana ISQFT Plan Room and Construction Resource Technology (BidTool).

Plans and specifications may be secured from the Westfield Department of Public Works 2706 E 171st Street, Westfield, IN 46074 for a non-refundable fee of $ 25.00. Any questions or comments shall be directed to Robert Kmetz at (317) 804-3137.

By: Neil VanTrees P.E.
Engineer
2/27/14

INSTRUCTIONS TO BIDDERS

1.1 SCOPE

The contract work provides for construction of the **2014 Resurfacing and Maintenance Program** in Westfield, Indiana and other related items pertinent and incidental thereto, including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

1.2 DEFINED TERMS

The term "Bidder" means one who submits a bid directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term "Successful Bidder" means the lowest cost and most qualified, most responsible and responsive Bidder to whom the Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form or Proposal, the Federal Contract Provisions (if applicable), General Conditions, Supplementary General Conditions, Specifications, Drawings, and all Addenda issued prior to receipt of Bids. The term "Contract Documents" includes the Agreement (Contract), all Addenda, Contractor's Bid, the Bond, the General Conditions, the Supplementary Conditions, the Specifications, and the Drawings.

1.3 COPIES OF BIDDING DOCUMENTS

A. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Owner: City of Westfield, Department of Public Works, 2706 E. 171st Street, Westfield, Indiana, 46074.

B. Complete sets of Bidding Documents must be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

D. Work to be performed shall be in accordance with the Contract Documents.

1.4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. It is the responsibility of each Bidder before submitting a Bid to (1) examine the Contract Documents thoroughly; (2) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (3) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (4) study and carefully correlate Bidder's observations with the Contract Documents; and (5) notify Owner of all conflicts, errors, or discrepancies in the Contract Documents.

B. No extra compensation shall be allowed the Successful Contractor by reason of any matter or thing of which the Contractor failed to fully inform himself, as mentioned above, prior to the bidding.

1.5 INFORMATION NOT GUARANTEED

A. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to the Owner by owners of such underground facilities, and Owner do not assume responsibility for the accuracy or completeness thereof.

B. Before submitting a Bid, each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical 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 and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

C. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Instructions to Bidders, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

1.6 INTERPRETATIONS AND ADDENDA

A. All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered at least five (5) days prior to the receipt of Bids to all parties recorded by Owner as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening of Bids may not be answered. Only questions answered by a formal written Addendum will be binding upon the Owner. Oral and other interpretations or clarifications will be without legal effect.

B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

C. In general, the Owner will neither approve nor disapprove particular products prior to the opening of the Bids; such products will be considered when offered by the Contractor for incorporation into the work.

1.7 BID SECURITY

A. Each Bid must be accompanied by Bid security made payable to the Owner in an amount of five percent (5 %) of the Bidder's maximum Bid price and in the form of a certified check or an acceptable Bid Bond. The Bid Bond shall be from an incorporated surety company in good standing and qualified to do business in the State of Indiana.

B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited.

C. The Bid security of other Bidders, whom Owner believes to have a reasonable chance of receiving the award, may be retained by Owner for a period of 90 days after the Bid opening.

1.8 AFFIDAVIT OF NON-COLLUSION

Each Bid must be accompanied by an Affidavit of Non-Collusion, which is included in Form 96, completely executed, signed, and notarized.

1.9 EXPERIENCE AND FINANCIAL STATEMENT

A. It is the intent of the Owner not to award the Contract to any Bidder who does not furnish satisfactory evidence he has the ability and experience in this class of work and that he has sufficient capital to enable him to prosecute the same successfully and to complete it in the time named in the Proposal.

B. To enable the Owner to determine the ability, experience, and capital resources of the Bidder, each Bidder shall execute completely and accurately in all respects Form 96, “Contractors Bid For Public Works” as prescribed by the Indiana State Board of Accounts, including Section III of Part II "Contractor's Financial Statement.” Said Form 96 shall be included with the Bid.

1.10 LETTER FROM SURETY

When requested in writing by the Owner, the Contractor shall submit within seven (7) days of the date of the written request, a letter or statement from his surety company that it will execute and deliver a 100% Performance Bond and a 100% Payment Bond.

1.11 SUBSTITUTE AND "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor, if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Agreement is executed.

1.12 PROPOSAL FORM

A. All Bids must be submitted upon the Proposal Form which will be furnished by the Owner. The form shall be completely executed and shall give the price bid for each item of work proposed and shall be signed by the Bidder. The Affidavit of Non-collusion, which is a part of Form 96, must be completely executed.

B. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign). The corporate address must be shown below the signature.

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

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

E. The Bid shall contain an acknowledgement of received Addenda (the numbers of which must be filled in on Bid Form).

1.13 CONTRACT TIME

The number of days within which, or dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Proposal Form.

1.14 SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

1.15 MODIFICATION AND WITHDRAWAL OF BIDS

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

B. 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, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

1.16 OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An official tabulation of the Bids and major alternates (if any) will be made

available to Bidders within seven days after they have been checked and certified by the Owner.

1.17 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for 90 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date. Bids shall remain in full force and effect during said period.

1.18 COMPARISON OF BIDS

Bids will be compared on the basis of the total sum of the unit price extensions, as applicable.

1.19 AWARD OF CONTRACT

A. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to 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, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in 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.

B. In evaluating Bids, Owner will consider the qualifications of the Bidders, 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.

C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for the Work.

D. Owner may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work.

1.20 SIGNED AGREEMENT AND CONTRACT SECURITY

A. When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Performance Bond and Payment Bond, acceptable to the Owner, in the amount of 100% of the final accepted Bid price.

B. Three (3) copies of the Agreement, Performance Bond, and Payment Bond, completely executed, shall be delivered to Owner for his signing. The Owner thereafter shall deliver one fully signed Agreement to the Successful Contractor.

1.21 FORFEITURE OF BID SECURITY

In the event the party to whom the Contract is awarded shall fail or neglect to execute the Agreement and furnish satisfactory bonds within 15 days after the Owner has notified him that the Agreement is ready for execution, the Owner may determine that the Bidder abandoned the Agreement and thereupon the Bid and acceptance shall be null and void; and the security accompanying the Bid shall be forfeited to and retained by the Owner as liquidated damages for such failure and neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Agreement. After the execution of the Agreement and the acceptance of the bonds by the Owner, the Bid securities, in the form of a check, which have been retained by the Owner shall be returned to the respective Bidders.

1.22 INSURANCE REQUIREMENTS

The Contractor shall furnish all the insurance coverage required under Article 5 in the General Conditions and Supplementary Conditions of the Contract.

1.23 SUMMARY OF ITEMS TO BE SUBMITTED WITH THE CONTRACTOR'S BID

A. Proposal Form - completely executed and signed.

B. Bid Security - acceptable Bidder's bond or certified check in an amount of not less than 5 % of the total Bid price.

C. Form 96 "Contractors Bid for Public Works" - including Non-Collusion Affidavit, completely executed, signed, and notarized as prescribed by the Indiana State Board of Accounts, and Section III of Part II of Form 96 titled, "Contractor's Financial Statement."

1.24 FUNDING OF PROJECT

The project will be funded by the City of Westfield.

SECTION 3-1

PROPOSAL

CITY OF WESTFIELD, INDIANA

2014 Resurfacing and Maintenance Program

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed **2014 Resurfacing and Maintenance Program** and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

The 2014 Resurfacing and Road Maintenance Program consist of multiple work groups:

- **A. ~17,345 SYD of 2.0" Mill and 1.5" Resurfacing of E Greyhound Pass from 151st St to Oak Ridge Rd.**
- **B. ~16,020 SYD of 2.0" Mill and 2.0"Resurfacing of Westfield Blvd/S Union St from US 31 to Valley Farms Dr.**
- **C. ~260 SYD of 1.5" Milling and Resurfacing of the northbound lane of Gray Rd 1400' north of 146th St.**
- **D. ~1,850 SYD of Milling and 1.5" Resurfacing of Countryside Blvd from 169th St to Brooksburg Dr. to include an ~750 SYD Full Depth Patch.**
- **E. ~6,900 SYD of Wedge & Level and 1.5" Resurfacing of Shady Nook Rd from SR 32 to 160' north of Sanibel Circle.**
- **F. ~13,360 SYD of Wedge & Level and 1.5" Resurfacing of Carey Rd from to 151st St to 100' south of 161st St.**
- **G. ~11,600 SYD of 2.0" Mill and 2.0" Resurfacing of 171st ST from Carey Rd to Union St.**
- **H. ~7,300 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 166th St to Little Eagle Creek.**
- **I. ~5,800 SYD of Wedge & Level & 2,500 SYD of 1.5" Milling and Resurfacing of Towne Rd from 161st St to 166th St.**
- **J. ~17,600 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 146th St to 161st St.**
- **K. Remove and replace the asphalt parking lot (~2,100 SYD) with roller compacted concrete at the Westfield Public Safety Building (17535 Dartown Rd.)**
- **L.** 1.5" **Mill & Resurface the northwest entrance and main parking lot (~1,860 SYD) at the Westfield Public Safety Building (17535 Dartown Rd.)**
- **M.** 1.5" **Mill & Resurface the south west parking lot (~1,595 SYD) at the Westfield Public Safety Building (17535 Dartown Rd.)**

N. 1.5" **Mill & Resurface the south east parking lot (~1,857 SYD) at the Westfield Public Safety Building 17535 Dartown Rd.**

O. ~6,000 SYD of 2.0" Milling and 2.0" Resurfacing of East St from SR 32 to Hoover St to include a ~56 SYD Full Depth Patch.

P. Total for Groups A-O

The work groups will either be awarded together, separately, or in any combination as deemed to the advantage of the Owner. The project will be awarded to the lowest and most responsible bidder based on the combined total base bid for the work groups as selected by the Owner. The program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the **2014 Resurfacing and Maintenance Program** including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

GROUP "A": ~16,900 SYD of 2.0" Mill and 1.5" Resurfacing of E Greyhound Pass from 151st St to Oak Ridge Rd.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1A	Mobilization and Demobilization	1	L.S.	_____	_____
2A	Construction Engineering	1	L.S.	_____	_____
5A	Maintaining Traffic	1	L.S.	_____	_____
6A	HMA Surface, Type B	1400	Ton	_____	_____
15A	HMA for Approaches, Type B (Approaches)	52	Ton	_____	_____
16A	Asphalt for Tack Coat	2.2	Ton	_____	_____
17A	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	17,345	S.Y.	_____	_____
32A	Line, Paint, White, 4"	2,440	L.F.	_____	_____
33A	Line, Paint, Yellow, 4"	8,000	L.F.	_____	_____
34A	Line, Paint, White, 6"	5,560	L.F.	_____	_____
37A	Pavement Markings, Thermo, Stop Bar	162	L.F.	_____	_____
38A	Pavement Markings, Thermo, "PED XING"	2	E.A.	_____	_____
39A	Pavement Markings, Thermo, 24" Cross Walk	140	L.F.	_____	_____

Total Base Bid for Group "A" $_____

Amount in words for Group "A"

_____

_____ Dollars and _____/100.

<u>GROUP "B":</u> ~16,020 SYD of 2.0" Mill and 2.0"Resurfacing of Westfield Blvd/S Union St from US 31 to Valley Farms Dr.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1B	Mobilization and Demobilization	1	L.S.	_____	_____
2B	Construction Engineering	1	L.S.	_____	_____
5B	Maintaining Traffic	1	L.S.	_____	_____
6B	HMA Surface, Type B	1773	Ton	_____	_____
14B	HMA for Approaches, Type B (Apprs)	32	Ton	_____	_____
15B	HMA for Approaches, Type B (Drives)	27	Ton	_____	_____
16B	Asphalt for Tack Coat	4	Ton	_____	_____
17B	Milling, Asphalt Variable Depth (Mainline, Appr & Int)	16,017	S.Y.	_____	_____
18B	Milling, Asphalt Variable Depth (Drives)	311	S.Y.	_____	_____
20B	Compacted Aggregate for Shoulder	488	Ton	_____	_____
32B	Line, Paint, White, 4"	12,600	L.F.	_____	_____
33B	Line, Paint, Yellow, 4"	12,600	L.F.	_____	_____
37B	Pavement Markings, Thermo, Stop Bar	44	L.F.	_____	_____
38B	Pavement Markings, Thermo, "PED XING"	2	E.A.	_____	_____
39B	Pavement Markings, Thermo, 24" Cross Walk	50	L.F.	_____	_____

Total Base Bid for Group "B" $_____

Amount in words for Group "B"

_____

_____ Dollars and _____/100.

<u>GROUP "C":</u> ~222 SYD of 1.5" Milling and Resurfacing of the northbound lane of Gray Rd 1400' north of 146th St.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1C	Mobilization and Demobilization	1	L.S.	_____	_____
2C	Construction Engineering	1	L.S.	_____	_____
5C	Maintaining Traffic	1	L.S.	_____	_____
6C	HMA Surface, Type B	27	Ton	_____	_____
16C	Asphalt for Tack Coat	0.04	Ton	_____	_____
17C	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	312	S.Y.	_____	_____
20B	Compacted Aggregate for Shoulder	8.2	Ton	_____	_____
32C	Line, Paint, White, 4"	200	L.F.	_____	_____
33C	Line, Paint, Yellow, 4"	390	L.F.	_____	_____

Total Base Bid for Group "C" $_____

Amount in words for Group "C"

_____

_____ Dollars and _____/100.

<u>GROUP "D":</u> ~1,850 SYD of Milling and 1.5" Resurfacing of Countryside Blvd from 169th St to Brooksburg Dr. to include a 750 SYD Full Depth Patch.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1D	Mobilization and Demobilization	1	L.S.	_____	_____
2D	Construction Engineering	1	L.S.	_____	_____
5D	Maintaining Traffic	1	L.S.	_____	_____
6D	HMA Surface, Type B	158	Ton	_____	_____
8D	HMA Base for Patching, Type B	255	Ton	_____	_____
16D	Asphalt for Tack Coat	0.2	Ton	_____	_____
17D	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	1850	S.Y.	_____	_____

Total Base Bid for Group "D" $_____

Amount in words for Group "D"

_____

_____ Dollars and _____/100.

<u>GROUP "E":</u> ~6,841 SYD of Wedge & Level and 1.5" Resurfacing of Shady Nook Rd from SR 32 to 160' north of Sanibel Circle.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1E	Mobilization and Demobilization	1	L.S.	_____	_____
2E	Construction Engineering	1	L.S.	_____	_____
5E	Maintaining Traffic	1	L.S.	_____	_____
6E	HMA Surface, Type B	582	Ton	_____	_____
13E	HMA Wedge and Level, Type B	969	Ton	_____	_____
14E	HMA for Approaches, Type B (Apprs)	12	Ton	_____	_____
15E	HMA for Approaches, Type B (Drives)	8	Ton	_____	_____
16E	Asphalt for Tack Coat	1.7	Ton	_____	_____
17E	Milling, Asphalt Variable Depth (Apprs)	144	S.Y.	_____	_____
17F	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	90	S.Y.	_____	_____
20E	Compacted Aggregate for Shoulder	202	Ton	_____	_____
30E	Casting, Adjust to Grade	1	L.S.	_____	_____
32E	Line, Paint, White, 4"	5,300	L.F.	_____	_____
33E	Line, Paint, Yellow, 4"	5,180	L.F.	_____	_____
35E	Pavement Markings, Thermo, Lane Indication Arrow	2	E.A.	_____	_____
36E	Pavement Markings, Thermo, "ONLY"	2	E.A.	_____	_____
37E	Pavement Markings, Thermo, Stop Bar	25	L.F.	_____	_____

Total Base Bid for Group "E" $_____

Amount in words for Group "E"

_____

_____ Dollars and _____/100.

<u>GROUP "F":</u> ~13,360 SYD of Wedge & Level and 1.5" Resurfacing of Carey Rd from to 151st St to 100' south of 161st St.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1F	Mobilization and Demobilization	1	L.S.	_____	_____
2F	Construction Engineering	1	L.S.	_____	_____
3F	Clearing of Right of Way	1	L.S.	_____	_____
5F	Maintaining Traffic	1	L.S.	_____	_____
6F	HMA Surface, Type B	1136	Ton	_____	_____
13F	HMA Wedge and Level, Type B	1894	Ton	_____	_____
14F	HMA for Approaches, Type B (Apprs)	44	Ton	_____	_____
15F	HMA for Approaches, Type B (Drives)	20	Ton	_____	_____
16F	Asphalt for Tack Coat	3.4	Ton	_____	_____
17F	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	520	S.Y.	_____	_____
18F	Milling, Asphalt Variable Depth (Drives)	220	S.Y.	_____	_____
20F	Compacted Aggregate for Shoulder	389	Ton	_____	_____
32F	Line, Paint, White, 4"	10,000	L.F.	_____	_____
33F	Line, Paint, Yellow, 4"	10,000	L.F.	_____	_____
37F	Pavement Markings, Thermo, Stop Bar	10	L.F.	_____	_____

Total Base Bid for Group "F" $_____

Amount in words for Group "F"

_____

_____ Dollars and _____/100.

<u>GROUP "G":</u> ~11,600 SYD of 2.0 Milling and 2.0" Resurfacing of 171st ST from Carey Rd to Union St.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1G	Mobilization and Demobilization	1	L.S.	_____	_____
2G	Construction Engineering	1	L.S.	_____	_____
3G	Clearing of Right of Way	1	L.S.	_____	_____
5G	Maintaining Traffic	1	L.S.	_____	_____
6G	HMA Surface, Type B	1315	Ton	_____	_____
14G	HMA for Approaches, Type B (Apprs)	67	Ton	_____	_____
16G	Asphalt for Tack Coat	3.0	Ton	_____	_____
17G	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	11,600	S.Y.	_____	_____
20G	Compacted Aggregate for Shoulder	247	Ton	_____	_____
30G	Casting, Adjust to Grade	1	L.S.	_____	_____
32G	Line, Paint, White, 4"	10,560	L.F.	_____	_____
33G	Line, Paint, Yellow, 4"	10,460	L.F.	_____	_____
35G	Pavement Markings, Thermo, Lane Indication Arrow	2	E.A.	_____	_____
36G	Pavement Markings, Thermo, "ONLY"	2	E.A.	_____	_____
37G	Pavement Markings, Thermo, Stop Bar	25	L.F.	_____	_____

Total Base Bid for Group "G" $_____

Amount in words for Group "G"

_____

_____ Dollars and _____/100.

<u>GROUP "H":</u> ~7,300 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 166th St to Little Eagle Creek.

1H	Mobilization and Demobilization	1	L.S.	_____	_____
2H	Construction Engineering	1	L.S.	_____	_____
3H	Clearing of Right of Way	1	L.S.	_____	_____
5H	Maintaining Traffic	1	L.S.	_____	_____
6H	HMA Surface, Type B	623	Ton	_____	_____
13H	HMA Wedge and Level, Type B	1039	Ton	_____	_____
14H	HMA for Approaches, Type B (Apprs)	3.0	Ton	_____	_____
15H	HMA for Approaches, Type B (Drives)	2.0	Ton	_____	_____
16H	Asphalt for Tack Coat	1.8	Ton	_____	_____
17H	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	31	S.Y.	_____	_____
18H	Milling, Asphalt Variable Depth (Drives)	17	S.Y.	_____	_____
20H	Compacted Aggregate for Shoulder	252	Ton	_____	_____
32H	Line, Paint, White, 4"	6,600	L.F.	_____	_____
33H	Line, Paint, Yellow, 4"	6,600	L.F.	_____	_____
37H	Pavement Markings, Thermo, Stop Bar	20	L.F.	_____	_____

Total Base Bid for Group "H" $_____

Amount in words for Group "H"

_____

_____ Dollars and _____/100.

<u>GROUP "I":</u> ~5,800 SYD of Wedge & Level, 2,500 SYD of 1.5" Milling, and Resurfacing of Towne Rd from 161st St to 166th St. Milling is from 166th St to 1160' south.

1I	Mobilization and Demobilization	1	L.S.	_____	_____
2I	Construction Engineering	1	L.S.	_____	_____
3I	Clearing of Right of Way	1	L.S.	_____	_____
5I	Maintaining Traffic	1	L.S.	_____	_____
6I	HMA Surface, Type B	474	Ton	_____	_____
13I	HMA Wedge and Level, Type B	982	Ton	_____	_____
15I	HMA for Approaches, Type B (Drives)	3.0	Ton	_____	_____
16I	Asphalt for Tack Coat	1.4	Ton	_____	_____
17I	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	2450	S.Y.	_____	_____
18I	Milling, Asphalt Variable Depth (Drives)	35	S.Y.	_____	_____
20I	Compacted Aggregate for Shoulder	201	Ton	_____	_____
32I	Line, Paint, White, 4"	5,280	L.F.	_____	_____
33I	Line, Paint, Yellow, 4"	5,280	L.F.	_____	_____
37I	Pavement Markings, Thermo, Stop Bar	10	L.F.	_____	_____

Total Base Bid for Group "I" $_____

Amount in words for Group "I"

_____

_____ Dollars and _____/100.

<u>GROUP "J":</u> ~16,720 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 146th St to 161st St.

1J	Mobilization and Demobilization	1	L.S.	_____	_____
2J	Construction Engineering	1	L.S.	_____	_____
3J	Clearing of Right of Way	1	L.S.	_____	_____
5J	Maintaining Traffic	1	L.S.	_____	_____
6J	HMA Surface, Type B	1421	Ton	_____	_____
13J	HMA Wedge and Level, Type B	2368	Ton	_____	_____
14J	HMA for Approaches, Type B (Apprs)	7.2	Ton	_____	_____
15J	HMA for Approaches, Type B (Drives)	6.2	Ton	_____	_____
16J	Asphalt for Tack Coat	4.2	Ton	_____	_____
17J	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	78	S.Y.	_____	_____
18J	Milling, Asphalt Variable Depth (Drives)	62	S.Y.	_____	_____
20J	Compacted Aggregate for Shoulder	604	Ton	_____	_____
32J	Line, Paint, White, 4"	15,700	L.F.	_____	_____
33J	Line, Paint, Yellow, 4"	15,700	L.F.	_____	_____
37J	Pavement Markings, Thermo, Stop Bar	50	L.F.	_____	_____

Total Base Bid for Group "J" $_____

Amount in words for Group "J"

_____

_____ Dollars and _____/100.

<u>GROUP "K":</u> Remove and replace the asphalt parking lot (~2,100 SYD) with roller compacted concrete at the Westfield Public Safety Building (17535 Dartown Rd.)

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1K	Mobilization and Demobilization	1	L.S.	_____	_____
2K	Construction Engineering	1	L.S.	_____	_____
4K	Common Excavation	1	L.S.	_____	_____
5K	Maintaining Traffic	1	L.S.	_____	_____
50K	6.25" Roller Compacted Concrete Drive	2063	S.Y.	_____	_____

Total Base Bid for Group "K" $_____

Amount in words for Group "K"

_____

_____ Dollars and _____/100.

<u>GROUP "L":</u> 1.5" **Mill & Resurface the northwest entrance and main parking lot (~1,860 SYD) at the Westfield Public Safety Building (17535 Dartown Rd.)**

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1L	Mobilization and Demobilization	1	L.S.	_____	_____
2L	Construction Engineering	1	L.S.	_____	_____
5L	Maintaining Traffic	1	L.S.	_____	_____
6L	HMA Surface, Type B	159	Ton	_____	_____
16L	Asphalt for Tack Coat	0.5	Ton	_____	_____
18L	Milling, Asphalt Variable Depth (Drives)	1860	S.Y.	_____	_____
31L	Line, Paint, Parking Lot Striping	1	L.S.	_____	_____

Total Base Bid for Group "L" $_____

Amount in words for Group "L"

_____

_____ Dollars and _____/100.

<u>GROUP "M":</u> 1.5" **Mill & Resurface the south west parking lot (~1,595 SYD) at the Westfield Public Safety Building (17535 Dartown Rd.)**

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1M	Mobilization and Demobilization	1	L.S.	_____	_____
2M	Construction Engineering	1	L.S.	_____	_____
5M	Maintaining Traffic	1	L.S.	_____	_____
6M	HMA Surface, Type B	136	Ton	_____	_____
16M	Asphalt for Tack Coat	0.2	Ton	_____	_____
18M	Milling, Asphalt Variable Depth (Drives)	1,595	S.Y.	_____	_____
31M	Line, Paint, Parking Lot Striping	1	L.S.	_____	_____

Total Base Bid for Group "M" $_____

Amount in words for Group "M"

_____

_____ Dollars and _____/100.

<u>GROUP "N":</u> 1.5" **Mill & Resurface the south east parking lot (~1,857 SYD) at the Westfield Public Safety Building 17535 Dartown Rd.**

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1N	Mobilization and Demobilization	1	L.S.	_____	_____
2N	Construction Engineering	1	L.S.	_____	_____
5N	Maintaining Traffic	1	L.S.	_____	_____
6N	HMA Surface, Type B	159	Ton	_____	_____
16N	Asphalt for Tack Coat	0.5	Ton	_____	_____
18N	Milling, Asphalt Variable Depth (Drives)	1,857	S.Y.	_____	_____
31N	Line, Paint, Parking Lot Striping	1	L.S.	_____	_____

Total Base Bid for Group "N" $_____

Amount in words for Group "N"

_____

_____ Dollars and _____/100.

<u>GROUP "O":</u> ~6,000 SYD of 2.0" Milling and 2.0" Resurfacing of East St from SR 32 to Hoover St to include a ~56 SYD Full Depth Patch.

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1O	Mobilization and Demobilization	1	L.S.	_____	_____
2O	Construction Engineering	1	L.S.	_____	_____
5O	Maintaining Traffic	1	L.S.	_____	_____
6O	HMA Surface, Type B	678	Ton	_____	_____
8O	HMA Base for Patching, Type B	20	Ton	_____	_____
16O	Asphalt for Tack Coat	1.6	Ton	_____	_____
17O	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	6,484	S.Y.	_____	_____
20O	Compacted Aggregate for Shoulder	200	Ton	_____	_____
32O	Line, Paint, White, 4"	5300	L.F.	_____	_____
33O	Line, Paint, Yellow, 4"	5300	L.F.	_____	_____
37O	Pavement Markings, Thermo, Stop Bar	40	L.F.	_____	_____

Total Base Bid for Group "O" $_____

Amount in words for Group "O"

_____

_____ Dollars and _____/100.

GROUP "P": Total for Groups A-O

Item No.	Pay Item	Quantity	Unit	Unit Cost	Total Cost
1P	Mobilization and Demobilization	1	L.S.	_____	_____
2P	Construction Engineering	1	L.S.	_____	_____
3P	Clearing Right of Way	1	L.S.	_____	_____
4P	Excavation, Common	1	L.S.	_____	_____
5P	Maintaining Traffic	1	L.S.	_____	_____
6P	HMA Surface, Type B	10,041	Ton	_____	_____
8P	HMA Base for Patching, Type B	275	Ton	_____	_____
13P	HMA Wedge and Level, Type B	7252	Ton	_____	_____
14P	HMA for Approaches, Type B (Apprs)	213	Ton	_____	_____
15P	HMA for Approaches, Type B (Drives)	64	Ton	_____	_____
16P	Asphalt for Tack Coat	24.7	Ton	_____	_____
17P	Milling, Asphalt Variable Depth (Mainline Apprs & Int)	56,831	S.Y.	_____	_____
18P	Milling, Asphalt Variable Depth (Drives)	6,047	S.Y.	_____	_____
20P	Compacted Aggregate for Shoulder	2,591	Ton	_____	_____
30P	Casting, Adjust to Grade	1	L.S.	_____	_____
31P	Line, Paint, Parking Lot Striping	1	L.S.	_____	_____
32P	Line, Paint, White, 4"	73,980	L.F.	_____	_____
33P	Line, Paint, Yellow, 4"	79,510	L.F.	_____	_____
34P	Line, Paint, White, 6"	5,560	L.F.	_____	_____
35P	Pavement Markings, Thermo, Lane Indication Arrow	4	E.A.	_____	_____
36P	Pavement Markings, Thermo, "ONLY"	4	E.A.	_____	_____
37P	Pavement Markings, Thermo, Stop Bar	386	L.F.	_____	_____
38P	Pavement Markings, Thermo, "PED XING"	4	E.A.	_____	_____
39P	Pavement Markings, Thermo, 24" Cross Walk	175	L.F.	_____	_____
50P	6.25" Roller Compacted Concrete Drive	2063	S.Y.	_____	_____

Total Base Bid for Group "P" $_____

Amount in words for Group "P"

_____

_____ Dollars and _____/100.

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

_____

_____ Dollars ($_____),

which amount is not less than five percent (5%) of the bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. A Noncollusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto.
The undersigned further agrees to substantially complete the work specified within 60 or 75 (depending on sections awarded) calendar days and be fully completed and ready for final payment within 30 consecutive calendar days after the applicable substantial completion to be stipulated in a written "Notice to Proceed" to be issued by the City of Westfield, Indiana.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. _____ is hereby acknowledged.

Respectfully submitted,

_____
Contractor
(Individual___) (Partnership___)
or (Corporation ___)

By _____

Dated: Address _____

_____, 20_____ _____

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services is made and entered into as of _____ the day of _____ **2014**, by and between City of Westfield ("Contracting Party") and _____ ("Vendor").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

A. **Basic Terms**. This Contract is on the following basic terms and conditions:

(a) Goods and/or services provided by Vendor: _____ (See Exhibit B attached hereto and made a part hereof).

(b) Location: _____ (the "City Property")

(a) Date by which the Services shall be completed: **XXX XX, 2014** (the "Completion Date")

(b) Purchase Price: _____ (see Exhibit B – Proposal dated _____) Invoices are payable within forty-five (45) days following Contracting Party's receipt of an invoice at the address specified below. 10% retainage will be withheld until the completion of the project.

(c) Addresses:

If to Contracting Party (other than Invoices):

City of Westfield
Attn: Todd Burtron
2706 East 171st Street
Westfield, Indiana 46074

Invoice Address:

ap@westfield.in.gov
or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

_____

B. **Contract Terms and Conditions**. This Contract for Goods and Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-24 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits A and B attached hereto and made a part hereof (this Contract for Goods and Services together with the attached Contract Terms and Conditions, Attachment 1, and Exhibits A and B being referred to hereinafter

SAMPLE

collectively as the "Contract"). Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein.

C. **Amendment**. No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

D. **Project Changes to the Contract documents**. Project-specific changes to this Contract are set forth in Attachment 1 to this Contract. The project-specific changes modify, add to and delete from the language of this Contract. Where any language of this Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE**: Vendor has read and understands this Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this Contract shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE**: Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may require.

3. **WARRANTIES**: Vendor expressly warrants that all goods and services covered by this Contract will conform to the specifications, drawings, samples, instructions, directions or descriptions furnished to or by Contracting Party, and will be performed in a timely manner, in a good and workmanlike manner and free from defect. In addition, Vendor acknowledges that Vendor knows of Contracting Party's intended use and expressly warrants that all goods and services covered by this Contract have been selected, provided or performed by Vendor based upon Contracting Party's stated use, and will be fit and sufficient for the particular purposes intended by Contracting Party.

4. **TIME AND PERFORMANCE**: The work and services under this Contract shall be completed no later than the Completion Date. If requested by Contracting Party, Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submission by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. A penalty of $500 per day will be assessed starting the first day after the completion date and continuing until Vendor has completed the project.

5. **PRICE TERMS**: All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar goods and services under the same material term and conditions.

SAMPLE

Vendor agrees that it will pass on to Contracting Party any discounts or savings for prompt payments or rebates for quantity purchasing it receives.

6. **DISCLOSURE, WARNINGS AND INSTRUCTIONS**: If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components in the goods purchased hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

7. **FORCE MAJEURE**: Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and now by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

8. **LIENS**: Vendor shall not cause or permit the filing of any lien. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, claims, costs and expenses, including attorneys' fees, incurred by Contracting Party in connection with any such lien.

9. **DEFAULT**: In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's warranties; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a

SAMPLE

partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the goods and services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any excess costs of Contracting Party in performing or obtaining such similar goods and services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

10. **LIMITATION OF CONTRACTING PARTY'S LIABILITY**: Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies.

11. **REQUIRED INSURANCE AND INDEMNIFICATION**:

(a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	$2,000,000 each accident, $2,000,000 disease each employee, and $2,000,000 disease policy limits.
Commercial General Liability (CG0001), including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	$2,000,000 Per Occurrence.
Commercial Automobile Liability, including Owned, Non-Owned and Hired Car coverages.	$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

SAMPLE

(b) The insurance shall be procured from companies licensed to do business in the state in which the City property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request.

(c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the state where the City property is located showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name City of Westfield as an additional insured with respect to all but the Worker's Compensation coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.

(d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and attorneys' fees) resulting or arising from any act or omission of Vendor, its agents, employees or subcontractors, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.

(e) Without limiting anything set forth in this paragraph 11, the following additional insurance coverage limits are required for survey, right-of-way services, the design; including site planning, and MEP services: $2,000,000 per claim professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work.

(f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance against any payments due Vendor.

12. **SAFETY**: Vendor shall fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the

SAMPLE

foregoing, Vendor shall also comply with Contracting Party's Rules of Conduct, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 12, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any abatement procedures recommended by such safety representative or insurer.

13. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due from Vendor to Contracting Party and its affiliates and subsidiaries from any sums due or to become due from Contracting Party to Vendor.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods or services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present and future federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT**: Vendor shall not assign or pledge this Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal

SAMPLE

representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract.

19. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

20. **SEVERABILITY**: If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE**: Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT**: This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE**: The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SND list, published by OFAC, such discovery shall constitute a material

SAMPLE

breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SND, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE**: The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws") and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the City of Westfield as a result of the Vendor's failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

EXECUTED this _____ day of _____, 20_____.

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Vendor:

_____
Signature

_____
Printed Name

_____
Title

_____
Date

SAMPLE

EXHIBIT A

Rules of Conduct

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

- Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly **prohibited**.
- **No** Graffiti.
- Be neat, clean and **QUIET** while in or **NEAR** occupied City spaces. Protect hallway and entries with temporary carpet runners.
- Proper work attire shall be required at all times.
- Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- **Always check in with appropriate City officials prior to beginning work in a new work area.**
- **Do not use City equipment.**
- Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- **Smoking and the use of smokeless tobacco are prohibited on City properties.**
- Loud and/or foul language is prohibited.
- Material storage and/or debris shall not be left in unsecured areas.
- Loading and unloading shall be in permitted area of the work site only.
- When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- **City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.**
- **Any work that will compromise the existing utilities shall be coordinated with the City.**
- Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall exposure greater than 6 feet in height.
- Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- **Eye and ear protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.**

Non-compliance with the foregoing Rules of Conduct shall result in disciplinary procedures up to and including removal from the project.

SAMPLE

EXHIBIT B

Proposal Dated _____

SAMPLE

Attachment 1

SAMPLE

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I
(To be completed for all bids. Please type or print)

Date *(month, day, year)*:_____

1. Governmental Unit (Owner):_____
2. County :_____
3. Bidder (Firm):_____

   Address:_____

   City/State/ZIPcode:_____
4. Telephone Number:_____
5. Agent of Bidder *(if applicable)*:_____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____ (Governmental Unit) in accordance with plans and specifications prepared by _____ _____ and dated _____ for the sum of _____ $_____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

PART II

(For projects of $150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date *(month, day, year):* _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

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

_____

_____

_____

4. List references from private firms for which you have performed work.

_____

_____

_____

_____

_____

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

_____

_____

_____

_____

_____

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

_____

_____

_____

_____

_____

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

_____

_____

_____

_____

_____

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

_____

_____

_____

_____

_____

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

_____

_____

_____

_____

_____

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

_____
(Name of Organization)

By_____

_____
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF_____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Notary Public

My Commission Expires:_____

County of Residence:_____

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

BID OF

_____
(Contractor)

_____
(Address)

_____

FOR

PUBLIC WORKS PROJECTS

OF

_____

_____

_____

Filed _____, _____

Action taken _____

_____

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

BOND
Bond Number:
Date (Not earlier than 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
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 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. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and 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, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

4.1. Arrange for Contractor, with consent of 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 Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of 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 Contractor.

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

8. Surety hereby waives notice of any change, including changes of time, to 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 Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

12. Definitions.

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

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

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

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

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner’s Representative (engineer or other party)

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

BOND
Bond Number:
Date (Not earlier than 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
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1. Send an answer to that Claimant, with a copy to 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. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

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

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

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

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

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

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

15. DEFINITIONS

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

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

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

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

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

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

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 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 Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8
ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds and Evidence of Insurance* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 9
2.07 *Initial Acceptance of Schedules* 9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11
3.06 *Electronic Data* 11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 13
ARTICLE 5 - BONDS AND INSURANCE 14
5.01 *Performance, Payment, and Other Bonds* 14
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *Contractor's Liability Insurance* 15
5.05 *Owner's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 17
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 17
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 18
6.03 *Services, Materials, and Equipment* 18
6.04 *Progress Schedule* 18
6.05 *Substitutes and "Or-Equals"* 19
6.06 *Concerning Subcontractors, Suppliers, and Others* 20
6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 21
6.09 *Laws and Regulations* 21
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 22
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23

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6.16 *Emergencies* ... 23
6.17 *Shop Drawings and Samples* ... 23
6.18 *Continuing the Work* ... 24
6.19 *Contractor's General Warranty and Guarantee* ... 24
6.20 *Indemnification* ... 24
6.21 *Delegation of Professional Design Services* ... 25
ARTICLE 7 - OTHER WORK AT THE SITE ... 25
7.01 *Related Work at Site* ... 25
7.02 *Coordination* ... 26
7.03 *Legal Relationships* ... 26
ARTICLE 8 - OWNER'S RESPONSIBILITIES ... 26
8.01 *Communications to Contractor* ... 26
8.02 *Replacement of Engineer* ... 26
8.03 *Furnish Data* ... 26
8.04 *Pay When Due* ... 26
8.05 *Lands and Easements; Reports and Tests* ... 26
8.06 *Insurance* ... 26
8.07 *Change Orders* ... 26
8.08 *Inspections, Tests, and Approvals* ... 26
8.09 *Limitations on Owner's Responsibilities* ... 27
8.10 *Undisclosed Hazardous Environmental Condition* ... 27
8.11 *Evidence of Financial Arrangements* ... 27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION ... 27
9.01 *Owner's Representative* ... 27
9.02 *Visits to Site* ... 27
9.03 *Project Representative* ... 27
9.04 *Authorized Variations in Work* ... 27
9.05 *Rejecting Defective Work* ... 27
9.06 *Shop Drawings, Change Orders and Payments* ... 28
9.07 *Determinations for Unit Price Work* ... 28
9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work* ... 28
9.09 *Limitations on Engineer's Authority and Responsibilities* ... 28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS ... 28
10.01 *Authorized Changes in the Work* ... 28
10.02 *Unauthorized Changes in the Work* ... 29
10.03 *Execution of Change Orders* ... 29
10.04 *Notification to Surety* ... 29
10.05 *Claims* ... 29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK ... 30
11.01 *Cost of the Work* ... 30
11.02 *Allowances* ... 31
11.03 *Unit Price Work* ... 31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES ... 32
12.01 *Change of Contract Price* ... 32
12.02 *Change of Contract Times* ... 33
12.03 *Delays* ... 33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK ... 33
13.01 *Notice of Defects* ... 33
13.02 *Access to Work* ... 33
13.03 *Tests and Inspections* ... 33
13.04 *Uncovering Work* ... 34
13.05 *Owner May Stop the Work* ... 34
13.06 *Correction or Removal of Defective Work* ... 34
13.07 *Correction Period* ... 34
13.08 *Acceptance of Defective Work* ... 35
13.09 *Owner May Correct Defective Work* ... 35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION ... 36
14.01 *Schedule of Values* ... 36
14.02 *Progress Payments* ... 36
14.03 *Contractor's Warranty of Title* ... 37
14.04 *Substantial Completion* ... 37

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14.05 *Partial Utilization* 38
14.06 *Final Inspection* 38
14.07 *Final Payment* 38
14.08 *Final Completion Delayed* 39
14.09 *Waiver of Claims* 39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 39
15.01 *Owner May Suspend Work* 39
15.02 *Owner May Terminate for Cause* 39
15.03 *Owner May Terminate For Convenience* 40
15.04 *Contractor May Stop Work or Terminate* 40
ARTICLE 16 - DISPUTE RESOLUTION 41
16.01 *Methods and Procedures* 41
ARTICLE 17 - MISCELLANEOUS 41
17.01 *Giving Notice* 41
17.02 *Computation of Times* 41
17.03 *Cumulative Remedies* 41
17.04 *Survival of Obligations* 41
17.05 *Controlling Law* 41
17.06 *Headings* 41

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. *Cost of the Work*--See Paragraph 11.01.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.

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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

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

41. *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.

42. *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.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *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.

45. *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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

48. *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.

49. *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.

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

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

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the 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 is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

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

a. does not conform to the Contract Documents, or

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

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

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E. *Furnish, Install, Perform, Provide*

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

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

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

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

F. Unless stated otherwise in the Contract Documents, words or phrases 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 and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that 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. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

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

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

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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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 by either a Change Order or a Work Change Directive.

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

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

2. 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.

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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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 or Engineer, or any of their Related Entities 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 9.07 and 11.03.

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

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

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

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

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

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

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* 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

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in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

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

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

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

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

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

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

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

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5.01 *Performance, Payment, and Other Bonds*

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

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 the 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 promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

B. Owner shall deliver to Contractor, with copies to each additional insured 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:

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

b. by any other person for any other reason;

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

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

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

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supple-

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mentary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 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 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

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.

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as 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 or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

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

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

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other 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, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased

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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. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the 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 .

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.

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. 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 and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

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

6.03 *Services, Materials, and Equipment*

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

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

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

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07

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as it may be adjusted from time to time as provided below.

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

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine 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 requirements 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 make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

b) whether 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 other

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work on the Project) to adapt the design to the proposed substitute item; and

c) 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;

3) will identify:

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

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

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

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

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by 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 Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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2. shall anything in the Contract Documents 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, and Engineer,, 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, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's 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 shall be the subject of an adjustment in Contract Price or Contract

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Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

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

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

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

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

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

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

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

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

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

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

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. 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

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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 , 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).

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

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

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

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

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

b. the suitability of 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 Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the

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requirements of the Work and the Contract Documents.

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

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

D. *Engineer's Review*

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

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

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

E. *Resubmittal Procedures*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

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

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

7. any correction of defective Work by Owner.

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6.20 *Indemnification*

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

B. In any and all claims against Owner or Engineer or any of their 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 officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

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

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

6.21 *Delegation of Professional Design Services*

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

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

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

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

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via 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

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Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, 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. 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.

7.03 *Legal Relationships*

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

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

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

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties 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.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

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9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

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

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

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

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

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ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

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

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

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 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*

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

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract 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).

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

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For

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purposes of further resolution of the Claim, such notice shall be deemed a denial.

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

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

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

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall 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.

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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, expresses, and similar petty cash items in connection with the Work.

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

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

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

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

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

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

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

B. *Cash Allowances*

1. Contractor agrees that:

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

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

C. Contingency Allowance

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

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

11.03 *Unit Price Work*

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

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

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

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

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

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

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

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

12.01 *Change of Contract Price*

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

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

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

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

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

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

1. a mutually acceptable fixed fee; or

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

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

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

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of 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

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11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

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

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

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

12.02 *Change of Contract Times*

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

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

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

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

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

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, 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.

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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.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, 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.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

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13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

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

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

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

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

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and 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 or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be

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issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an 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 9.07, 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:

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

b. that there may not be other matters or issues between the parties that might entitle Contractor

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to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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

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

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

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

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

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

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

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

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

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

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor 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.

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

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor 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.

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

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

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c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner 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. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim 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:

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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 surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

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

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

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

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and

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recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

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

17.06 *Headings*

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A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 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. The terms used in these Supplementary Conditions, which are defined in the Standard General Conditions of the Construction Contract (EJCDC C-700, 2002 edition), have the meanings assigned to them in the General Conditions.

SC-2.01.B. DELETE paragraph 2.01.B of the General Conditions in its entirety and insert the following in its place:

Within 15 days after the Effective Date of the Agreement, but before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with paragraphs 5.03 through 5.06 of the General Conditions, as amended in these Supplementary Conditions.

SC-2.03. DELETE paragraph 2.03 of the General Conditions in its entirety and insert the following in its place:

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the start date given in the Notice to Proceed, and every calendar day following, except as herein provided, shall be counted as Contract Time, in accordance with Paragraph 17.02.

CONTRACTOR'S LIABILITY INSURANCE:

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

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

(1)	State	Statutory
(2)	Employer's Liability	Statutory

5.04.A.3, 5.04.A.4, 5.04.A.5 and 5.04.A.6 Comprehensive General Liability (under paragraphs 5.04.A.3, through 5.04.A.6 of the General Conditions):

(1) General Liability:

$2,000,000	General Aggregate
$2,000,000	Products - Comp/Op Aggregate
$1,000,000	Each Occurrence
$ 50,000	Fire Damage (any one fire)
$ 5,000	Medical Expense (any one person)

(2) Property Damage Liability Insurance will provide Explosion, Collapse, and Underground coverages, where applicable.

(3) Personal Injury with employment exclusion deleted.

$1,000,000	Annual Aggregate

5.04.A.6 Comprehensive Automobile Liability:

Combined Single Limit (CSL):

$1,000,000	Each Occurrence

5.04.A.7 Excess Liability Insurance shall provide an umbrella coverage for both Comprehensive General Liability (paragraphs GC-5.04.A.3 through GC-5.04.A.5) and Comprehensive Automobile Liability (paragraph GC-5.04.A.6) with a minimum limit of $5,000,000.

5.04.A.8 Railroad Protective Liability Insurance shall be provided, where applicable:

Limit of Liability:

$2,000,000	Each Occurrence
$6,000,000	Annual Aggregate

OWNER'S LIABILITY INSURANCE:

SC-5.05 DELETE paragraph 5.05 of the General Conditions in its entirety and insert the following in its place:

The Contractor, under paragraphs GC-5.02, 5.03 and 5.04, shall provide such contractual coverage sufficiently broad to insure the Owner, the Engineer, their consultants, and each of their officers, agents, and employees as additional insured under the comprehensive general liability insurance required.

SC-5.06. Property Insurance

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

5.06.A Contractor shall purchase and maintain until final payment property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work (all of whom shall be listed as insureds or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

SC-5.06.B AMEND paragraph 5.06.B of the General Conditions to read:

Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Laws or Regulations which will include the interests of the Contractor, Owner, Subcontractors, Engineer, and Engineer's consultants in the Work, all of whom shall be listed as insured or additional insured parties.

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

CONCERNING SUBCONTRACTOR, SUPPLIERS, AND OTHERS:

SC-6.06.B DELETE paragraph 6.06.B of the General Conditions in its entirety and insert the following in its place:

As part of the BID or the PROPOSAL, the Owner shall require the identity of the Contractor’s proposed Subcontractors and Suppliers of Equipment or Materials in order to better evaluate the proposal or bid. In the instance where identification of Suppliers is required, supply only one name per equipment or material item.

PERMITS:

SC-6.08 Responsibility for obtaining permits shall be as described in General Requirements. All other requirements of paragraph 6.08 of the General Conditions still apply to the Contract Documents.

TAXES:

SC-6.10 ADD the following language at the end of paragraph 6.10 of the General Conditions which is to read as follows:

Contractor shall apply for Exemption for Sales Tax (if applicable) in accordance with paragraph TAX EXEMPTIONS in General Requirements.

WARRANTY AND GUARANTEE:

SC-6.19 Paragraph 6.19 of the General Conditions is supplemented by the requirements of General Requirements, and further herein that the Contractor shall provide the Owner with a 12-month written warranty or guarantee of all equipment, materials, and workmanship for all work performed in accordance with the Contract Documents for the time specified.

INDEMNIFICATION:

SC-6.20A DELETE paragraph 6.20.A of the General Conditions in its entirety and insert the following in its place:

The Contractor and Subcontractor (hereinafter "Indemnitors") hereby agree to indemnify, save and hold harmless, and defend at its own expense the Owner and Engineer, their respective partners, agents, employees, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnitees") against all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of the work to be performed by the Indemnitor; including without limiting the generality of the foregoing, all liability for claims for death or damage to property, including the loss or use thereof and consequential damages therefrom, or damages for economic loss to any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory, contractual, tort, or other liability of any Indemnitee caused or alleged to be caused by the joint, or several, or comparative (but not sole) negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee.

If any part of this provision is adjudged to be contrary to law, the remaining parts of the provision shall in all other respects be and remain legally effective and binding. Moreover, this provision shall not be construed to eliminate or in any way reduce any other indemnification or other right which the Owner or the Engineer has by law.

COORDINATION:

SC-7.02 DELETE paragraph 7.02 of the General Conditions in its entirety and insert the following in its place:

When the Owner contracts with others for performance of other work on the Project at the site, the Owner will identify a construction coordinator who will have authority and responsibility for coordination of the activities among the various prime contractors' work at the site.

PROJECT REPRESENTATION:

SC-9.03.A ADD the following language to paragraph 9.03.A of the General Conditions which is to read as follows:

The following is a listing of the "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative" and supplements paragraph 9.03.A of the General Conditions:

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF THE AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

A. GENERAL: The Resident Project Representative is the Engineer's Agent and shall act under the supervision and direction of the Engineer. He shall confer with the Engineer regarding his actions and shall generally communicate with the Owner only through the Engineer.

B. DUTIES AND RESPONSIBILITIES: The Resident Project Representative shall:

1. Schedule: Review the progress schedule prepared by the Contractor for compliance with the contract and give written advice to the Engineer concerning its acceptability.

2. Conferences: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the Engineer and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.

3. Liaison: Serve as the Engineer's liaison with the Contractor working principally through the Contractor's superintendent. Alert the Contractor, through his superintendent, to the hazards involved in accepting and acting upon instructions from the Owner or others, except such instructions transmitted through the Engineer.

a. Cooperate with the Contractor in his dealings with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.

b. Assist the Engineer in obtaining from the Owner additional details or information, when required, at the job site for proper execution of the work.

4. Approvals: Assist the Engineer in obtaining from the Contractor a list of his proposed supplies and subcontractors.

5. Samples: Assist the Engineer in obtaining field samples of materials delivered to the site which are required to be furnished, and keep record of actions taken by Engineer.

6. Shop Drawings:

a. Receive approved shop drawings and other submissions from the Engineer; record data received, maintain a file of the drawings and submissions, and check construction for compliance with them.

b. Alert the Contractor's superintendent when he observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise the Engineer when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

7. Review of Work, Inspections, and Tests: Conduct on-site observations of the work in progress for the Engineer as a basis for determining that the Project is proceeding in accordance with the Contract Documents, and report to the Engineer whenever he believes that any work should be rejected or specially tested, or that the work should be stopped to ensure that the completed Project will comply with the requirements of the Contract Documents.

a. Verify that tests, including equipment and systems startup, which are required by the Contract Documents are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections, and report to the Engineer.

8. Interpretations of Contract Documents: Transmit to the Contractor the Engineer's interpretations of the Contract Documents.

9. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the ENGINEER.

10. Records: Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings, and other submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, and additional drawings issued subsequent to the award of the contract, the Engineer's interpretations of the Contract Documents, progress reports, and other Project related documents.

a. Keep a diary, log book, or daily report recording hours on the job site, weather conditions in general, and specific observations in more detail as in the case of observing test procedures.

b. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major material suppliers.

c. Maintain a set of drawings on which authorized changes are noted and deliver to the Engineer at the completion of the Project.

11. Reports: Furnish the Engineer periodic reports, as required, of progress of the Project and the Contractor's compliance with approved progress schedule.

a. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the Project.

12. Payment Requisitions: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the Engineer, noting particularly their relation to the work completed and materials and equipment delivered at the site.

13. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance and Operation Manuals, and other required data to be furnished by the Contractor; and upon acceptance of the project, deliver this material to the Engineer for his review and forwarding to the Owner.

14. Completion: Prior to inspection for substantial completion, submit to the Contractor a list of observed items requiring correction.

a. Conduct final inspection in the company of the Engineer and the Owner and prepare a final list of items to be corrected.

b. Verify that all items on final list have been corrected and make recommendations to the Engineer concerning acceptance.

C. LIMITATIONS OF AUTHORITY: Except upon written instructions of the Engineer, the Resident Project Representative:

1. shall not authorize any deviation from the Contract Documents;
2. shall not undertake any of the responsibilities of the Contractor, the subcontractors, or the Contractor's superintendent;
3. shall not expedite the work for the Contractor;
4. shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such is specifically called for in the Contract Documents;
5. shall not authorize the Owner to occupy the Project in whole or in part;
6. shall not participate in specialized field or laboratory tests.

UNIT PRICE WORK:

SC-11.03.D. Paragraph 11.03.D. of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

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

11.03.D.1 if the total cost of a particular item of Unit Price Work amounts to 10% 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 25% from the estimated quantity of such item indicated in the Agreement; and

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

11.03.D.3 if Engineer believes that Contractor has incurred additional expense as a result thereof; or

11.03.D.4 if Owner believes that the quantity variation entitles it 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 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work Performed.

PROGRESS PAYMENTS:

SC-14.01 Schedule of Values. INSERT the following paragraph 14.01.B:

14.01.B Detail Breakdown of Contract Amount. Except in cases where unit prices form the basis for payment under the contact, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete itemization of the contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the itemization of the Contract Amount by the ENGINEER, it shall be used as the basis for all Requests for Payment. The ENGINEER will prepare all requests for payment with input from the CONTRACTOR and Resident Representative.

SC-14.02 Progress Payments. DELETE paragraph 14.02.A.1. in its entirety and insert the following in its place:

14.02.A.1. At the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to the ENGINEER a Request for Payment for work done and materials delivered and stored on the site. Each Request for

Payment shall be computed on the basis of work completed on all items listed in the detailed Itemization of Contract (or on unit prices), less retainage. The CONTRACTOR shall furnish the ENGINEER and OWNER all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. 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 another location agreed to in writing, the Request for Payment shall be accompanied by evidence that the materials and equipment are covered by appropriate property insurance, all of which must be satisfactory to the Owner.

SC-14.02.A.3. Retainage. DELETE paragraph 14.02.A.3. in its entirety and insert the following in its place:

14.02.A.3. The retainage contract between the OWNER and CONTRACTOR must state that 10% of the first 50% of funds including Owner approved Change Orders will be retained pending satisfactory completion. No retainage will be withheld on stored materials. When the contract price exceeds $100,000, the CONTRACTOR will have provisions of IC-36-1-12-14 apply to the prime agreement and his subcontracts. Either the OWNER or CONTRACTOR, or both, shall place the retainage in an escrow account with a bank, savings and loan institution, or the state as an escrow agent. The escrow agent shall be selected by mutual agreement between the OWNER and CONTRACTOR or CONTRACTOR and Subcontractor under written agreement among the parties involved. The election of using this provision of the Indiana Code shall be evidenced by written notice to the OWNER and ENGINEER prior to the first Request for Payment. This election is not available if the work is for highways, roads, streets, alleys, bridges, and appurtenant structures situated on streets, alleys, and dedicated highway rights-of-way. Failure to provide said notice shall constitute a waiver of any rights provided in IC-36-1-12-14.

14.02.A.4. Payment for Stored Materials and Equipment. The following conditions apply to payment for stored materials and equipment allowed by Article 14.02.A.1:

14.02.A.4.a. Except in the instance of a material or equipment item that involves little or no installation cost, payment for stored materials or equipment shall not exceed 75 percent of the value of the item on the schedule of values (for lump sum contracts) or the pay item (for unit price contracts) that covers the materials or equipment being claimed. For material or equipment items that involve little or no installation cost, the percentage of the value of the item that will be paid for stored materials will be as agreed upon by the Engineer, Owner and Contractor.

14.02.A.4.b. Contractor shall submit paid invoices or releases of lien from the appropriate materials and equipment suppliers within 30 days of each pay request containing a request for payment for that particular item of stored

materials or equipment. If this information is not provided within the specified time, funds may be deducted from the next pay request.

14.02.A.4.c. No retainage will be withheld on stored materials.

14.02.A.4.d. Payment for stored materials and equipment is generally intended to apply only to major materials and equipment items, as determined by the Engineer.

SC-14.02.C. DELETE SC-14-02-C. in its entirety and insert the following it its place:

14.02.C Action on Request for Payment. Within thirty (30) days after receipt of a Contractor's Request for Payment with Engineer's recommendation, the Owner shall:

14.02.C.1 Pay the Request for Payment as recommended by the Engineer.

14.02.C.2 Pay such other amount as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount.

14.02.C.3 Withhold payment informing the Contractor and the Engineer of his reasons for withholding payment.

SC-14.02.D.1.e. and f. INSERT the following paragraphs 14.02.D.1.e. and 14.02.D.1.f.:

14.02.D.1.e. Failure of the Contractor to make payments due to Subcontractors, material suppliers, or employees.

14.02.D.1.f. Damage to another contractor.

SC-14.02.E. INSERT the following Article 14.02.E.:

14.02.E Other Payment to Contractor Provisions

14.02.E.1 Uncorrected Work. Should the Owner direct the Contractor to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected work.

14.02.E.2 Payment for Removal of Rejected Work and Materials. The removal of work and materials rejected in accordance with paragraph 13.06.A of the General Conditions and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other

contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

14.02.E.2.a Removal by Owner: Removal of rejected work or materials and storage of materials by the Owner, in accordance with paragraph 13.09.A of the General Conditions, shall be paid by the Contractor within 30 days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after 10 ten days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

14.02.E.3 Procedure for payment associated with approved Extra Work shall be the same as that for original Contract Work.

SUBSTANTIAL COMPLETION:

INSERT paragraph 14.04.C.1 as follows:

14.04.C.1 When substantial Completion is agreed upon by all parties, a final list of items to be completed or corrected shall be attached to the Certificate of Substantial Completion. An amount equal to 200% of the estimated value of the remaining work will be withheld pending satisfactory completion of all remaining work and will constitute final payment for the project as described in paragraphs GC-14.07 through GC-14.08 of the General Conditions.

FINAL APPLICATION FOR PAYMENT:

INSERT paragraph 14.07.A.4 as follows:

14.07.A.4 Contractor must submit to the Engineer within 30 days of the Final Completion date, all maintenance and operating manuals, schedules, guarantees, equipment test reports and as-built drawings noting all changes during construction. Failure to submit all items listed will cause the Engineer not to approve final payment recommendation to the Owner.

DISPUTE RESOLUTION:

AMEND paragraph 16.01.A of the General Conditions to read:

16.01.A Either Owner or Contractor, when mutually agreed to by both parties, may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for

mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

WAGE RATES

PART 1 - GENERAL

1.1 CONTRACT REQUIREMENTS

A. Any skilled, semi-skilled, and unskilled person employed to perform work on the project under this contract shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to the work to be performed by him, and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted by the Owner's Engineer, or its other authorized representative, the question and the information together with the recommendations of the Owner's Engineer, or its other authorized representative, shall be referred for determination to the Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the contract with the same effect as if the work performed by such skilled, semi-skilled, and unskilled person had been classified and the minimum specified herein.

B. The specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.

C. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this contract shall be decided by the Owner's governing body or other duly designated officials.

D. The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing the determined wage rates for skilled, semi-skilled, and unskilled person to be engaged in work on the project under this contract.

1.2 WAGE RATES AND CLASSIFICATIONS

There shall be paid each skilled, semi-skilled, and unskilled person of the Contractor or Subcontractor engaged in work on the project under this contract and listed in the Wage Rate Data Sheet, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be

alleged to exist between the Contractor or any Subcontractors and such skilled, semi-skilled, and unskilled trades.

1.3 CERTIFIED PAYROLLS

Contractor is to submit weekly certified payrolls with each months progress pay estimate to the Owner for verification of prevailing wage scale.

COMMON WAGE RATE DETERMINATION

Awarding Agency: City of Westfield

Project Location: Westfield **County:** Hamilton

STATE OF INDIANA

Project Names:
2014 Resurfacing Program
2014 Small Structure Maintenance Program
191st Street and Tomlinson Road Roundabout
US 31/SR 32 Towers
Neighborhood Improvements
Ditch Road Extension
Wheeler Road Reconstruction
North Union Street Extension
Trail Connections
Grand Park Package VI
161st Street and Carey Road Roundabout

We, the undersigned members of the Common Construction Wage Committee, appointed pursuant to I.C. 5-16-7 do hereby fix and determine the common construction wages on the above listed project for the following classes:

SEE ATTACHED EXHIBIT "A"

The wage rates as set forth by the Committee are the minimum and shall not prevent the contractor or subcontractor from paying a higher rate or pay. Furthermore, the wage rates are established on the date signed.

2/10/14
Date of Signing

Associated Builders and Contractors Representative

Representing the State Federation of Labor

Representing Industry & the Awarding Agency

Representing Taxpayers & the Owner

Representing Taxpayers & the County Commissioners

Associated Builders and Contractors of Indiana

Hamilton County – 2014

Classifications	Classes	Wage	Fringe	Total
Asbestos Abatement				
-Removes and discards asbestos materials				
	Skilled	22.52	5.75	28.27
	Semi-skilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A
Brick/Block/Stone/Cement Mason				
-Lays and sets building materials, brick and stone, and finishes surfaces				
	Skilled	22.00	5.73	27.73
	Semi-skilled	15.70	5.00	20.70
	Unskilled	12.80	4.21	17.01
Carpenter				
-Constructs, erects, installs and repairs various woods and wallboards				
	Skilled	20.85	5.90	26.75
	Semi-skilled	15.13	4.90	20.03
	Unskilled	11.95	3.75	15.70
Interior Finish Technician				
-Erects metal framing, installs drywall, seals and plasters				
	Skilled	19.84	5.27	25.11
	Semi-skilled	13.13	4.50	17.63
	Unskilled	10.10	3.88	13.98
Electrician				
-Plans, installs, and repairs wiring, fixtures, lines and instrumentation controls				
	Skilled	24.15	8.50	32.65
	Semi-skilled	17.85	6.70	24.55
	Unskilled	14.40	5.59	19.99
Sound and Communication				
-Installs data hardwiring				
	Skilled	20.28	6.10	26.38
	Semi-skilled	13.99	4.60	18.59
	Unskilled	10.85	4.01	14.86
Glazier				
-Installs glass in windows or on surfaces				
	Skilled	22.18	6.00	28.18
	Semi-skilled	13.53	5.00	18.53
	Unskilled	10.33	3.90	14.23
Mechanical Insulator				
-Covers, seals, fits, measures, cuts, and attaches insulating materials				
	Skilled	22.57	6.16	28.73
	Semi-skilled	16.10	5.35	21.45
	Unskilled	12.00	4.09	16.09

Hamilton County – 2014 (Continued) Associated Builders and Contractors of Indiana

Classifications	Classes	Wage	Fringe	Total
Iron Worker				
-Raises, places, and unites girders and columns of structural steel				
	Skilled	21.55	6.26	27.81
	Semi-skilled	16.30	6.00	22.30
	Unskilled	12.90	4.81	17.71
Metal Building Mechanic				
-Assembles prefabricated metal buildings				
	Skilled	19.00	6.85	25.85
	Semi-skilled	14.00	5.75	19.75
	Unskilled	10.00	3.75	13.75
Millwright				
-Installs machinery and equipment				
	Skilled	22.00	6.25	28.25
	Semi-skilled	14.00	5.00	19.00
	Unskilled	12.14	4.00	16.14
Painter				
-Applies various liquid coverings to surfaces				
	Skilled	21.10	5.40	26.50
	Semi-skilled	13.90	4.30	18.20
	Unskilled	10.70	3.65	14.35
Roofer				
-Covers roof with roofing materials				
	Skilled	22.41	4.93	27.34
	Semi-skilled	14.36	3.79	18.15
	Unskilled	10.50	3.09	13.59
Sprinkler Fitter				
-Installs and repairs fire protection systems				
	Skilled	20.76	7.50	28.26
	Semi-skilled	14.50	5.82	20.32
	Unskilled	12.30	5.44	17.74
Floor Coverer/Setter				
-Sets tile and terrazzo, applies pigment and marble, and lays carpet				
	Skilled	20.95	5.63	26.58
	Semi-skilled	12.88	3.90	16.78
	Unskilled	9.68	3.25	12.93
Truck Driver				
-CDL-licensed to transport equipment, liquid, packaged or granular dirt and moves personnel				
	Skilled	17.00	6.50	23.50
	Semi-skilled	N/A	N/A	N/A
	Unskilled	N/A	N/A	N/A

Hamilton County – 2014 (Continued) Associated Builders and Contractors of Indiana

Classifications	Classes	Wage	Fringe	Total
Operating Engineer				
-Operates all types of power construction and heavy equipment				
	Skilled	20.00	7.95	27.95
	Semi-skilled	14.10	6.95	21.05
* Not a practice in the industry to put unskilled workers on pieces of equipment*	Unskilled	N/A	N/A	N/A
Mechanical Technician (HVAC, Sheet Metal)				
-Fabricates, assembles, installs, and repairs sheet metal products and HVAC equipment				
	Skilled	24.02	5.38	29.40
	Semi-skilled	13.59	5.10	18.69
	Unskilled	12.18	4.24	16.42
Pipe Worker (Plumber, Pipefitter)				
-Fabricates, assembles, installs and maintains piping and piping systems, fixtures and equipment for processing systems and drainage systems				
	Skilled	24.77	6.14	30.91
	Semi-skilled	16.59	5.20	21.79
	Unskilled	13.50	4.87	18.37
Elevator Constructor				
-Installs and repairs elevator equipment				
	Skilled	23.40	6.50	29.90
	Semi-skilled	17.77	6.00	23.77
	Unskilled	13.00	4.50	17.50
General Labor				
-Laborers and helpers, in general				
	Skilled	16.00	4.60	20.60
	Semi-skilled	11.35	3.85	15.20
	Unskilled	9.75	2.60	12.35

Project Name:

Common Wage Committee:

Dated this day:

Representing Associated Builders and Contractors of Indiana

Awarding Agency (Industry Rep)

Indiana AFL-CIO

Awarding Agency (Taxpayer)

Commissioners-County (Taxpayer)

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 WORK UNDER THIS CONTRACT

A. The Contract work provides for the construction of the **2014 Resurfacing Program** in Westfield, Indiana and other related items pertinent and incidental thereof, including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. Work to be performed shall be in accordance with specifications prepared by Westfield Public Works Engineer.

1.2 TAX EXEMPTIONS (For Indiana Projects)

A. Under the terms of the Sales Tax Act, the purchase or renting of all tangible personal property and certain other items, such as accommodations or utilities by the ultimate consumer, is subject to 6% sales tax unless such purchase is subject to statutory exemption.

B. The Owner believes that this Project is a governmental function and that all purchases of tangible personal property, materials, and goods associated with this project are exempt from Indiana Sales Tax. The Contractor shall apply for an "Exemption Certificate for Construction Contractors," Form ST-134 from the Indiana Department of Revenue.

1.3 LOCAL LABOR AND MATERIALS

A. Whenever possible, the Contractor, his subcontractors, material men, or others who employ labor, shall employ such labor locally.

B. The Contractor shall purchase materials such as sand, cement, gravel, pipe, steel, lumber, etc., from local dealers wherever such local dealers' prices meet competitions' and where such materials meet the specifications.

C. Successful bidders must submit a list of all subcontractors who will perform work on the project and written, signed statements from authorized agents of the labor pools which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and

equal treatment of employees seeking employment and performing work under the Contract, or a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

1.4 RIGHTS OF ACCESS

The Contractor agrees that representatives of the Engineer, Owner, Environmental Protection Agency, U. S. Corps of Engineers, and the State of Indiana will have access to the work wherever it is in preparation or progress and that the Contractor will provide facilities for such access and inspection.

1.5 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

The Contractor shall be solely responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as “Safety and Health Regulations for Construction” and CFR Part 1910.46 “Permit Required for Confined Space.” The Contractor shall provide the Owner and Engineer the name of the Contractor's Safety Officer, plus the on-site safety representative, if other than the superintendent as indicated under Article 6.21 of the General Conditions of the Construction Contract.

1.6 DISCOVERY OF HAZARDOUS MATERIAL

Hazardous materials are not believed to be present in the work area. However, if during the course of this work, the existence of hazardous material is observed in the work area, the Contractor shall immediately notify the Owner in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the Owner. Should any hazardous material control measures be required, the cost thereof shall be handled by an appropriate Change Order or a separate contract or subcontract with the Owner.

1.7 EASEMENTS

A. The Owner will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the Owner before the work or construction shall begin. If the methods of construction employed by the Contractor are such as to require the use of land beyond the limits obtained, he shall make his own agreements with the property owners affected for the use of such additional land.

B. In all such right-of-way easements, the Contractor shall be required to carefully remove the property owner's fences, or other obstacles to the

construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the property owner in the event the property owner permits the deposit of excess material upon such land.

C. The cost of all such restoration of property shall be included in the utility or structure bid item, and no additional payment will be allowed for this work.

1.8 OPERATIONS WITHIN RIGHT-OF-WAY

In public thoroughfares, all operations of the Contractor, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the Contractor are such as to require the use of land beyond the public thoroughfares, he shall make his own agreements with the property owners affected for the use of such additional land. Such additional agreements will not include any liability for the Owner or Engineer and shall have no direct effect on the completion of the project or the time of completion.

1.9 PERMITS

A. The Owner will obtain permits which relate to the completed facilities. Permits obtained by the Owner include, but are not limited to, permits from the following:

1. Indiana Department of Environmental Management
2. Department of Natural Resources
3. U.S. Corps of Engineers
4. Indiana Department of Fire Prevention & Building Safety
5. Indiana Department of Transportation
6. Hamilton County Highway Department
7. Railroads
8. City of Westfield

B. The Contractor shall obtain permits as specified in the General Conditions.

1. All necessary permits, fees, or licenses required by the Contractor from the city, state or county in connection with this project shall be obtained by and at the expense of the Contractor. The construction under or along existing roads or highways shall be performed by the Contractor in full accordance with any and all requirements of the Indiana Department of Transportation, City, or County Highway Department, including those applying to barricades, watchmen, guarding, lighting, storage of supplies,

equipment and excavated materials, method of backfilling, final grading, replacement of pavement or road surface, and all other conditions or requirements which may be stipulated by the Indiana Department of Transportation, City, or County Highway Department, whether specifically shown on the drawings or mentioned in the specifications.

1.10 UNAVAILABILITY OF MATERIALS

A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

B. No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, he placed his order and submitted shop drawings without delay, that he has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the Owner; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.11 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held with the successful Contractor and all available subcontractors prior to the start of construction at which time all parties shall be apprised of their responsibilities and obligations regarding specific provisions contained in the Contract documents. The conference may also include the Water, Cable TV, Gas, Electric, Telephone and any other concerned utility representatives to discuss the protection and location of their various facilities.

1.12 CONSTRUCTION PROGRESS SCHEDULE

A. The Contractor shall submit to the Engineer, prior to start of construction, a detailed schedule showing the order in which he proposes to carry on the work and the estimated dates of completion for the various parts. The schedule shall be implemented upon approval of the Engineer.

B. The construction schedule shall be revised and updated every two weeks and submitted to the Engineer. It is the Contractor's responsibility to complete the work within the allotted time as set forth in the Contract documents.

C. The Contractor and Engineer shall have a progress meeting every two weeks. The Contractor shall submit the updated construction schedule prior to or at the meeting.

1.13 MAINTAINING TRAFFIC

A. Before closing any public thoroughfare, the Contractor shall notify and, if necessary, obtain required permits from the duly constituted public authority having jurisdiction over the roadway whether the state, county, city, or town.

B. The Contractor shall notify the Owner of his intention to close a particular street 96 hours in advance of the proposed closing. The Contractor shall be required to place all proper detour signage and barricades in accordance with all applicable MUTCD or INDOT standards prior to the actual street closing.

C. The Contractor shall notify the Owner of his intention to start any work on roadways adjacent to local educational facilities by providing a minimum one week advance notice for coordination purposes. Contractor shall also work with the Owner and school authorities to accommodate current bus schedules and routes as deemed advantageous by school officials.

D. During construction, the Contractor shall be responsible for maintaining and protecting the pedestrian and vehicular traffic at all times on all shared streets involved and providing access to all residential, educational, and commercial establishments adjacent to the construction area. The Contractor shall be required to furnish and maintain all necessary signage, cones, drums, barricades, flaggers, etc., in accordance with Indiana Manual on Uniform Traffic Control Devices and applicable INDOT standards. The signage, barricades, etc., must also be in good working condition and the cost thereof shall be included in the total lump sum bid.

E. The Contractor shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic flow through the streets of the community. Insofar as practical, do not place excavated material and spoil banks in such manner as to obstruct traffic. Keep the traveled way of all streets, roads, and alleys clear and unobstructed insofar as possible. Do not use streets, roads, or alleys for the storage of construction materials, equipment supplies, or excavated earth, except when and where necessary. If required by duly constituted public authority, the Contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed, except when and where necessary, and then only upon due advance notice to the Engineer and for the shortest practicable period of time, consistent with efficient and expeditious construction. The Contractor shall be liable for any damage to persons or property resulting from his work.

F. Streets or drives in which excavation has occurred shall be temporarily restored to receive traffic as soon as possible. Permission to close additional streets or drives shall be denied the Contractor if, in the opinion of the Owner or Engineer, the restoration of other streets or drives where excavation has previously occurred has not progressed satisfactorily.

1.14 WALKS AND PASSAGEWAYS

The Contractor, when required, shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or other methods. Do not obstruct the sidewalks, gutters, or streets, or prevent in any manner the flow of water in streets. Use all proper and necessary means to permit the free passage of surface water along the gutters. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the Engineer. All material excavated shall be so disposed as to inconvenience the public and

adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. The Contractor will be required to erect suitable barriers to prevent such inconvenience or injury.

1.15 WARNING LIGHTS AND ARROW BOARDS

The Contractor shall place sufficient warning lights and arrow boards on or near the work and keep them illuminated during periods of construction and reduced visibility (including but limited to twilight in the evening until sunrise) and shall be held responsible for any damages that any party or the Owner may sustain in consequences of neglecting the necessary precaution in prosecuting this work. These devices shall be deemed necessary during nighttime lane restrictions or other situations deemed appropriate by Owner, Engineer, or applicable traffic maintenance standards.

1.16 UTILITIES

A. Temporary Removal: All existing utility systems which conflict with the construction of the work herein which can be temporarily removed and replaced shall be accomplished at the expense of the Contractor. Work shall be performed by the utility unless the utility approves in writing that the work may be completed by the Contractor. Contractor shall coordinate with utility company if facility is within new area of concrete. Utility company will be responsible for adjustment of facility if deemed necessary.

B. Permanent Relocation of Utilities: Water mains, sanitary sewers, storm sewers, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light and traffic standards, cable ways, signals, and other utility appurtenances located in the public right-of-way which would permanently interfere with the proposed improvements will be moved and paid for by the utility involved, except as otherwise provided for in the general requirements or as noted on the plans.

1. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances shown or otherwise indicated on the plans in their present positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them either by the utility company or by him.

2. It shall also be understood that any utilities located in private easements granted by the Owner or municipality for the specific

location of the utilities and utility appurtenances mentioned above which would interfere with the proposed improvements will be moved by the utility involved but shall be paid for by the Owner as part of the project.

C. Payment for Temporary Utilities: The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical power and light, gas service, water service, and telephone service required for the construction of this Contract during its entire progress. The Contractor shall also provide and pay for all temporary wiring, switches, connections, and meters. Contractor shall coordinate with utility company prior to removal and replacement of the ramp area to avoid leaving exposed ramp area. If adjustment shall occur for utility, contractor to coordinate with utility company prior to removal of ramp area to avoid leaving exposed area open.

1.17 DUST, NOISE CONTROL, AND WORKING HOURS

A. Dust shall be minimized by use of water and deliquescent salts.
B. Noise shall be minimized by use of properly constructed and maintained equipment provided with suitable mufflers, snubbers, and other sound attenuating devices and supports. Loud noises shall limited to working hours stated below.
C. Working hours shall be from 7 AM to 7 PM Monday through Friday and 8 AM to 7 PM Saturday and Sunday. Work is within established residential neighborhoods and this will allow for minimum disruption to residents.

1.18 STANDARD DRAWINGS AND APPROVED EQUIPMENT

A. The following INDOT Standard Drawings are to be used with this contract;

Not Applicable

B. The following INDOT Approved Equipment list is to be used with this contract;

Not Applicable

1.19 FIELD OFFICE

A. A construction field office is not required for this project.

1.20 BI-WEEKLY STATUS MEETINGS

A. A bi-weekly (every other week) status meeting will be conducted on such dates, times, and location as determined in the preconstruction meeting. A supervisory representative, able to make management decisions, from the Contractor shall attend all regularly scheduled status meetings.

B. A written status report, neatly prepared, shall be presented by the Contractor at each status meeting. The status report shall include at least the following information: construction progress, delays, changes, problems, differing conditions, update of schedule, anticipated payment request for following month, personnel changes, and state regulations. The status report shall also include information for all subcontractors.

C. The Contractor shall require the attendance of subcontractors' supervisory personnel, as necessary, to assist in the presentation of the status report.

D. Five copies of the status report shall be prepared for distribution to the Owner's and Engineer's representatives.

E. If the Contractor fails to have a supervisory representative attend the bi-weekly status meeting or if the Contractor fails to distribute a written status report as specified in paragraph B above, the Owner may withhold approval of a Request for Payment because such failure is defined as defective work in accordance with paragraph 14.6.1 of the General Conditions, until such time as the monthly status meeting can be rescheduled at the convenience of the Owner and the Engineer.

1.21 WORK PROGRESS

A. Contractor shall satisfactorily progress with planned work activities including, but not necessarily limited to removal, stone, and replacement as to minimize disruption and inconvenience to the traveling public and the Owner.

B. Contractor shall progress with all subsequent work activities within a maximum period of 10 calendar days of satisfactory completion of prior work task or as otherwise approved by Engineer. No considerations will be made for possible additional mobilizations required to meet these project specification requirements.

C. If the Contractor fails to satisfactorily progress with work activities as specified in paragraph B above, the Owner may withhold approval of a Request for Payment because such failure is defined as defective work in accordance with paragraph 14.6.1 of the General Conditions, until such time as work progresses in an acceptable manner determined by Owner.

D. Contractor shall attempt to remove and pour ramp in the same day. If ramp area removed cannot be poured in the same day, contractor must secure area for overnight and pour the next day. Contractor to not leave ramp area open longer than one day unless weather does not permit pouring. Contractor is responsible in protecting concrete from vandalism. Concrete vandalized will be replaced at contractor's expense and not under the contract. Protection of concrete is at contractor's discretion but must be safe and law abiding.

SECTION 12 - PAY ITEMS

1.1 UNIT PRICES

Payments will be made to the Contractor for the actual quantities of work performed or materials furnished in accordance with the drawings and specifications. The scheduled quantities of work to be performed and materials to be furnished may each be increased or decreased by 25% without in any way invalidating the unit price bid. The unit price bid shall be valid for all minor quantity adjustments directed to be made or as otherwise provided for in the Supplementary Conditions 11.03.D.

1.2 REFERENCE SPECIFICATIONS

Where specified in Article 1.4, "Pay Items," of this Section, measurement and payment shall comply with referenced sections of the 2012 Indiana Department of Transportation Standards Specifications (INDOTSS) and the City of Westfield Construction Standards and Specifications (WCSS), including current revisions thereto.

1.3 FINAL MEASUREMENTS

A. The quantities of material complete in place and accepted will be paid for at the contract unit price. The quantities shall be determined by delivery tickets properly marked with the date, time, product, and weight. The City may require samples from the materials delivered or cores from the material in place to be analyzed by an independent testing laboratory to ensure conformance with the specifications. Costs for such tests shall be paid for by the Contractor.

B. The method of measuring the work for payment under the various items shall be as indicated below. In any event, the unit or lump sum price for the respective items shall include the installation complete in all details and ready for use.

1.4 PAY ITEMS

A. The unit and lump sum prices stated in the Contract to be paid for the respective pay items shall be payment in full for the completion of all work specified and described to be included in the respective items, complete and ready for use and operation, including testing, as shown on the drawings and as specified. Payment will be made under each item only for such work as is not specifically included under other items.

Item (1) <u>Mobilization and Demobilization</u>: The lump sum price for Mobilization and Demobilization shall be limited to a maximum of 5% of the total bid price for construction.

Item (2) Construction Engineering: The lump sum price bid for Construction Engineering shall include performing all indicated work in accordance with INDOTSS Section 105.08. Work shall include general layout and staking for all planned work including, but not limited to, construction of proposed passing blisters, patching areas, resurfacing related items, ditch improvements, and intersection improvements.

Item (3) Clearing Right of Way: The lump sum price bid for Clearing Right of Way shall include performing all indicated work according to INDOTSS Section 201 and 202. Work shall include clearing, grubbing, removing obstructions to include overhanging limbs <17.5' above finish grade, and disposing of all vegetation, trees, stumps, and debris, except such objects designated to remain as determined by Owner, within the proposed right-of-way limits.

Item (4) OMITTED

Item (5) Maintaining Traffic: Maintenance of vehicular and pedestrian traffic shall be paid for on a lump sum basis for work completed in accordance with INDOTSS Section 801 or otherwise modified herein. Construction signs, detour signs, barricades, cones, drums, pedestrian fence, flagging, temporary pavement markings, and all other materials, labor, and equipment necessary to adequately maintain traffic shall not be paid for separately but shall be included in the lump sum price bid for Maintaining Traffic. One lane of travel with proper MOT shall be maintained at all times. Contractor shall fully open road at the completion of each day's work. Roadway shall not be closed without prior approval from Engineer.
All Maintenance of Traffic operations shall be conducted according to the Indiana Manual on Uniform Traffic Control Devices and applicable INDOT Standard Drawings. Also see Part 1.13 of Section 01001 - GENERAL REQUIREMENTS for additional information and requirements pertaining to traffic maintenance.

Item (6) HMA Surface, Type B: HMA Surface shall be measured and paid for by the ton of material installed in place and completed in accordance with INDOTSS Section 402. HMA Surface 9.5 mm mixture, Type B shall be furnished and placed at the rate of 165 pounds per square yard or as otherwise directed by Engineer. Work shall consist of constructing or resurfacing public streets, public road intersections, turn lanes, passing blisters, acceleration lanes, deceleration lanes, or recovery lanes including all tapers. The unit price bid shall include costs for furnishing, hauling, and placing of all new materials regardless of construction methods used. Provide price in dollars per ton of material installed complete in place.

Item (7) OMITTED

Item (8) OMITTED

Item (9) OMITTED.

Item (10) OMITTED

Item (11) HMA Base for Patching, Type B: HMA Base for Patching shall be measured and paid for by the ton of material completed in place and in accordance with INDOTSS Sections 304 and 402. Material shall be HMA Base 25.0mm mix, Type B furnished and placed at the rate of 660 pounds per square yard for all patches marked Full Depth 6" as indicated on the Patching Schedule, or as otherwise directed by the Engineer. The unit price bid shall include costs for furnishing, hauling, and placing of all new materials, full depth saw cutting of existing pavement, excavation and disposal of existing material, tack coat, subgrade preparation to include any subgrade that needs to be replaced. Any subgrade material that is replaced will be done with equal amount of compacted #53 stone. Provide price in dollars per ton of material installed complete in place.

Item (12) OMITTED

Item (13) HMA Wedge and Level, Type B: HMA Wedge and Level shall be measured and paid for by the ton of material completed in place and in accordance with INDOTSS Section 402. Wedge and Level materials used shall only be HMA Intermediate 12.5mm or 19.0mm mixtures, furnished and placed at variable depths (estimated at the rate 275 pounds per square yard) to proposed grades as specified in the appendix or as otherwise directed by Engineer. The unit price bid shall include costs for; existing surface preparation to include removal of loose material, furnishing, hauling, and placing of all new materials regardless of construction methods used, subbase preparation, and tack coat for small areas less than 100 sys in size. Provide price in dollars per ton of material installed complete in place.

Item (14,15) HMA for Approaches, Type B: HMA for Approaches shall be measured and paid for by the ton of material completed in place and in accordance with INDOTSS Section 610 or as otherwise specified herein. HMA for Approach mixtures shall be used only for mailbox approaches and private or commercial driveway installations. Materials shall be furnished and placed at prescribed lay rates as specified in the plans or as otherwise directed by Engineer. The unit price bid shall include costs for furnishing, hauling, and placing of all new materials regardless of

construction methods used, subbase preparation, and tack coat for small areas less than 100 sys in size. Provide price in dollars per ton of material installed complete in place.

Item (16) Asphalt for Tack Coat: Work shall be measured and paid for by the ton of material installed in place and completed in accordance with INDOTSS Section 406.

Items (17,18) Milling, Asphalt, Variable Depth: Work shall be measured and paid for by the square yard of variable depth milled asphalt complete in place and in accordance with INDOTSS Section 306. Roadways and roadway segments that are not designated to be completely milled the entire length are to be milled at each end to provide for a transverse butt joint with a minimum transitional taper rate of 10 feet per 1 inch of new pavement depth. Areas along concrete curbs, driveways and street approaches are to be longitudinally milled with a minimum transverse taper rate of 5 feet per 1 inch of new pavement. Work under this specification shall include all transverse and longitudinal asphalt milling required for the construction of proposed butt joints, tapers, transitions, profile correction, and bump grinding. Disposal of milling material shall be included.
***NOTE* Group A:** Will require the milling of approximately 0.5" of asphalt off of the existing concrete curb. The Contractor will make every effort not to damage the curb during milling. The new asphalt is to butt up against the existing curb.
***NOTE* Group B:** The existing surface asphalt was placed on petro-matting.

Item (19) OMITTED

Item (20) Compacted Aggregate for Shoulder: Work shall be measured by the ton and paid for at the contract unit price bid for Compacted Aggregate for Shoulder for all work performed and completed in accordance with INDOTSS Section 303. Stone Shoulders, unless otherwise specified, shall be installed at a minimum 1.5'-0" nominal width and 1.0' depth. "Commercial grade" No. 53 stone material may be used for all new stone shoulder installations. In the case of a mill & resurface the top 2" of stone will be milled off and replaced with "Commercial grade" No. 53 stone material. In the case of a Wedge & Level the "Commercial grade" No. 53 stone material will be brought up and compacted to be level with the asphalt surface course. The unit price bid shall include costs for furnishing, hauling, and placing of all new materials, excavation and disposal of existing material, & subgrade preparation. Shoulder areas installed at depths greater than 6 inches shall be installed

in appropriate sized lifts to meet applicable moisture and density requirements.

Item (21) OMITTED

Items (22) OMITTED

Item (23) OMITTED

Items (25-28) OMITTED

Item (29) OMITTED

Item (30) Adjust Castings: The lump sum price bid for castings adjusted in place in accordance with INDOTSS Section 720. Materials shall be those as listed under the appropriate pay item for the unit of work performed. All castings All casting types to include water valves, gas, sanitary, storm sewer etc., shall be raised using "Mr. Manhole" or similar method approved by the Engineer. The casting shall be boxed out in concrete per Westfield detail P-6. The cost of excavation, backfill, reinforcing bars, structure backfill, and concrete collar required for pipe connection to structures, removal, disposal and replacement of pavement, concrete adjusting rings, surface material, any casting that is currently damaged or damaged in the process of adjusting, and necessary incidentals shall be included in the cost of the pay items to adjust casting to finished grade.

Items (31) Parking Lot Markings: The lump sum price bid for parking lot markings shall and completed in accordance with INDOTSS Section 808. Pavement traffic marking installations shall comply with the Manual on Uniform Traffic Control Devices and shall be placed as shown on the plans or as otherwise directed by Engineer. White 4 inch painted or thermoplastic lines shall include installation of all parking spaces and blue 4 inch painted or thermoplastic ADA parking space lines. Contractor shall document the location of existing parking spaces for accurate replacement.

Items (32-39) Pavement Markings: Pavement traffic markings shall be measured and paid for by the linear foot or per each for items installed and completed in accordance with INDOTSS Section 808. Pavement traffic marking installations shall comply with the Manual on Uniform Traffic Control Devices and shall be placed as shown on the plans or as otherwise directed by Engineer. White 4 inch painted or thermoplastic lines shall include installation of all proposed edge lines and lane lines while yellow 4 inch painted or thermoplastic lines shall include installation

of all proposed centerline skips and solid no passing zone limits. Contractor shall document the location of existing no passing zone limits for accurate replacement. Paint or thermoplastic lane indication arrows and word "only" markings shall be placed to match existing locations or as otherwise detailed in the plan drawings. Paint or thermoplastic stop bar markings, 24 inches wide, shall be placed to match existing locations where new asphalt paving construction warrants replacement or as otherwise directed.

Item (40) OMITTED

Item (41) OMITTED

Item (42) OMITTED

Item (43) OMITTED

Item (44) OMITTED

Item (50) 6.25" Roller Compacted Concrete Drive: Work shall be measured by the square yard and paid for at the contract unit price bid for Roller Compacted Concrete (1) Including Material. Price per "Square Yard" to be provided delivered and laid as finished concrete pavement. Roller Compacted Concrete (Specifications and design per ACI 325.10R-95 or equal to and/or exceed specification) – price to include all preparation, material, including a minimum of 6" of compacted #53 stone, labor, equipment, and curing per Indiana Local technical Assistance Program (LTAP) – Roller Compacted Concrete Pavement Manual for Governmental agencies.

END OF SECTION 12

APPENDIX

The City of Westfield - 2014 Resurfacing

Greyhound Pass - 151st St to Oak Ridge Rd

Printed: Feb 28, 2014

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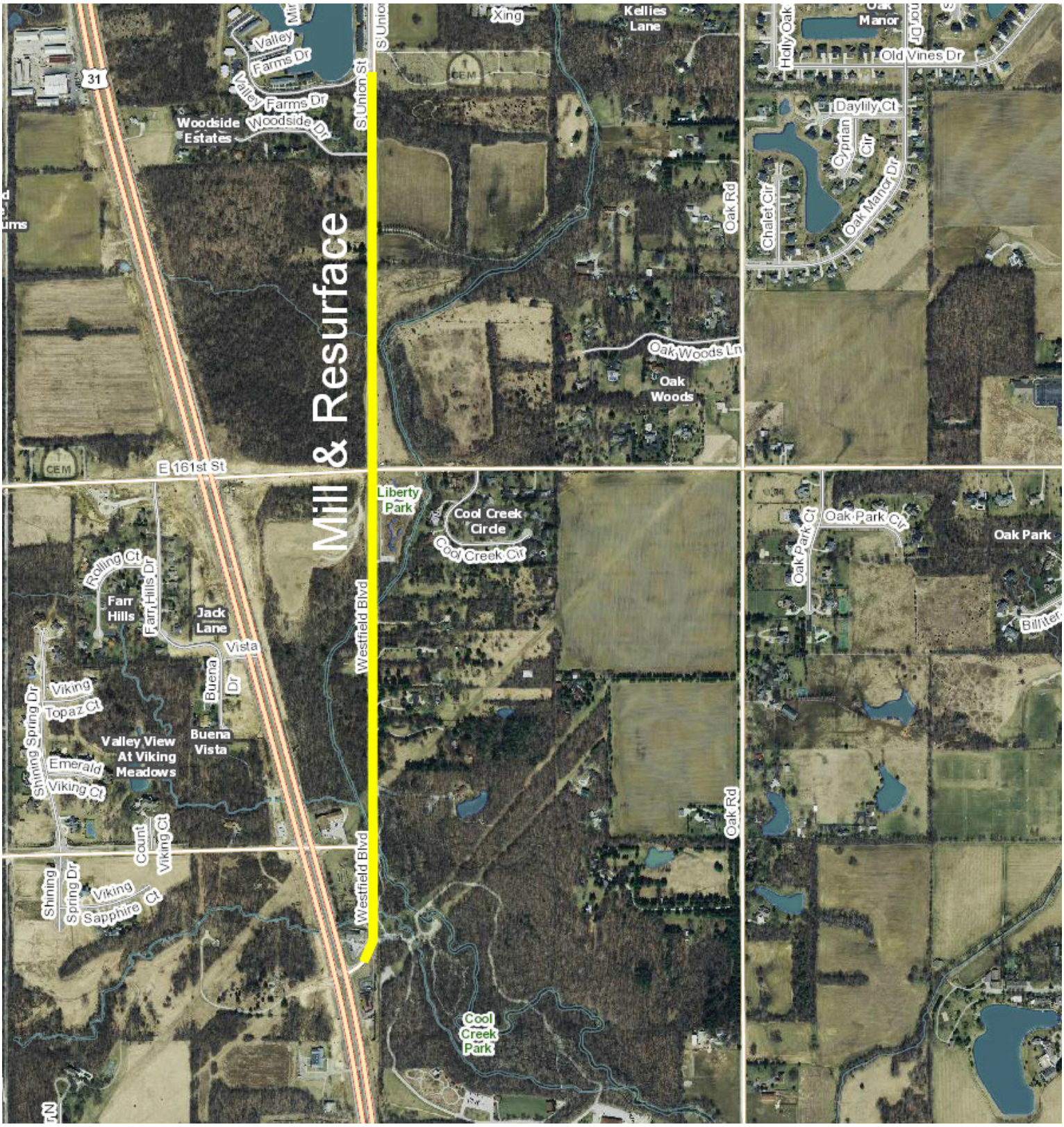

The City of Westfield - 2014 Resurfacing

Westfield/S Union St - US 31 to Valley Farms Dr

Printed: Feb 28, 2014

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CITY OF Westfield INDIANA

The City of Westfield - 2014 Resurfacing

Gray Rd - 1400' N of 146th St

Printed: Feb 28, 2014

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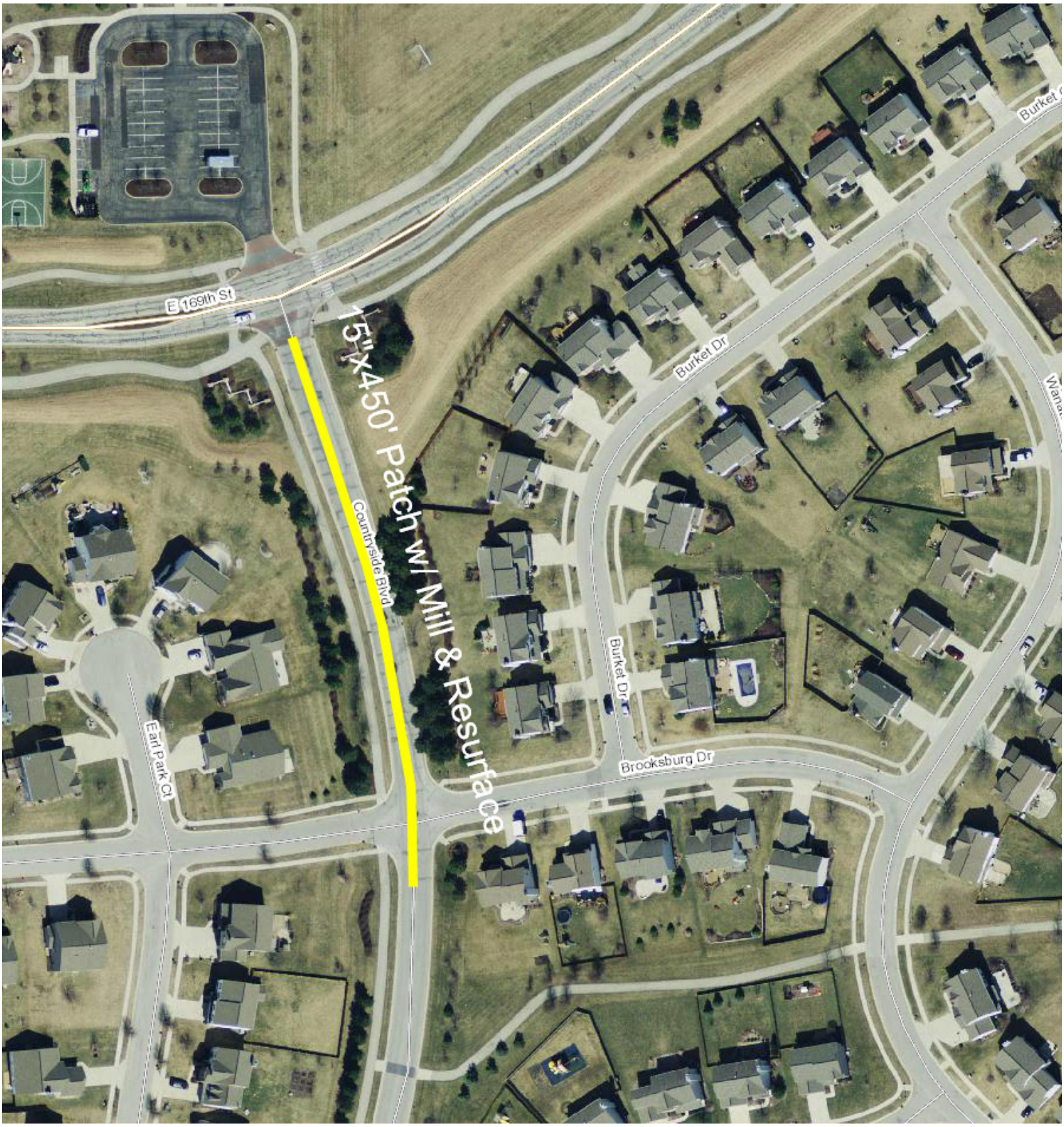

The City of Westfield - 2014 Resurfacing

Countryside Blvd - 169th St to Brooksburg Dr

Printed: Feb 28, 2014

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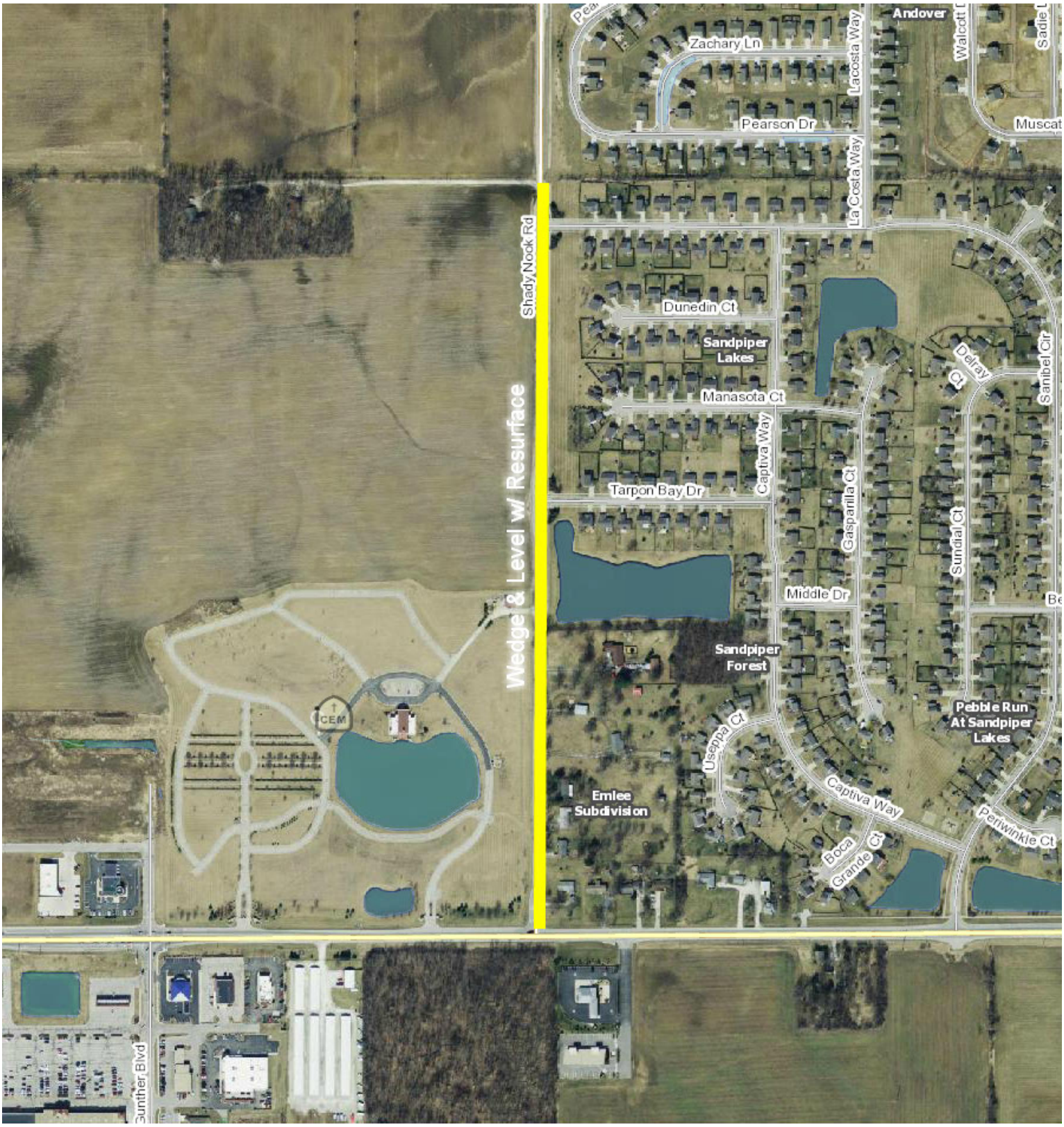

The City of Westfield - 2014 Resurfacing

Shady Nook Rd - SR 32 to 160' N of Sanibel Cir

Printed: Feb 28, 2014

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CITY OF Westfield INDIANA

The City of Westfield - 2014 Resurfacing

Carey Rd - 151st St to 100' S of 161st St

Printed: Feb 28, 2014

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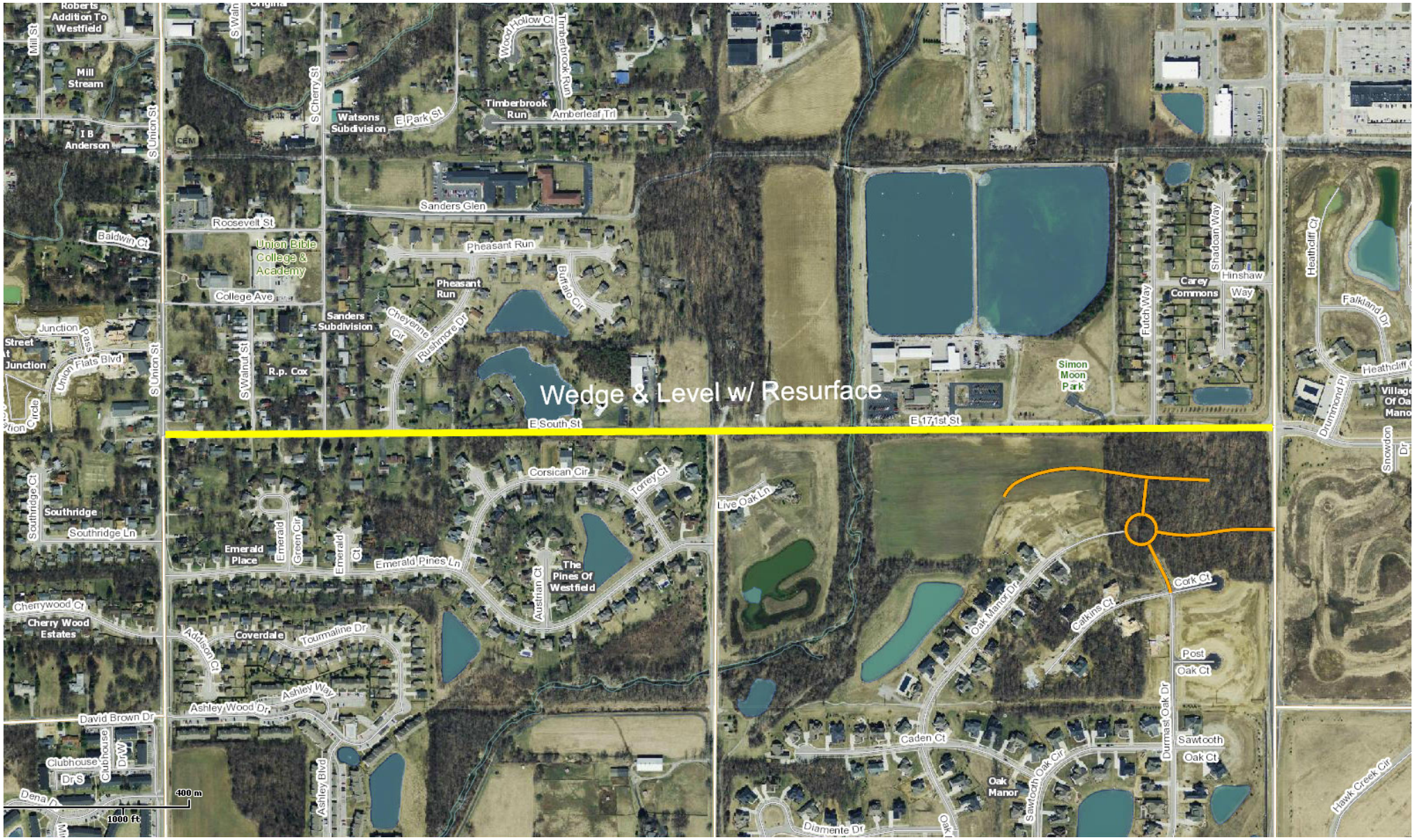
CITY OF Westfield INDIANA



The City of Westfield - 2014 Resurfacing

171st St - Carey Rd to Union St

Printed: Feb 28, 2014

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CITY OF Westfield INDIANA

The City of Westfield - 2014 Resurfacing

Towne Rd - 166th St to Little Eagle Creek Rd

Printed: Feb 28, 2014

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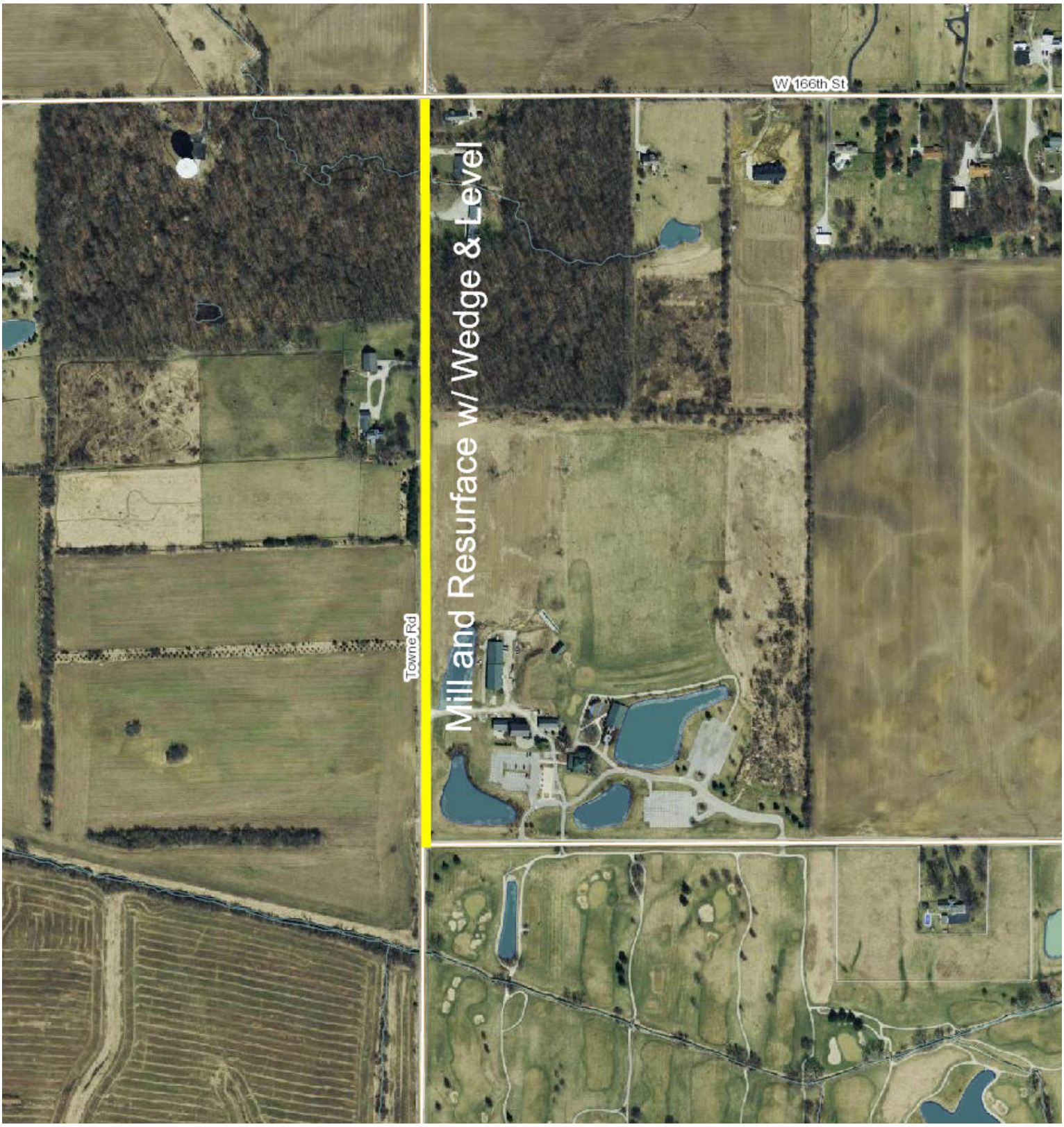
CITY OF Westfield INDIANA



The City of Westfield - 2014 Resurfacing

Towne Rd - 161st St to 166th St

Printed: Feb 28, 2014

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CITY OF Westfield INDIANA

The City of Westfield - 2014 Resurfacing

Towne Rd - 146th St to 161st St

Printed: Feb 28, 2014

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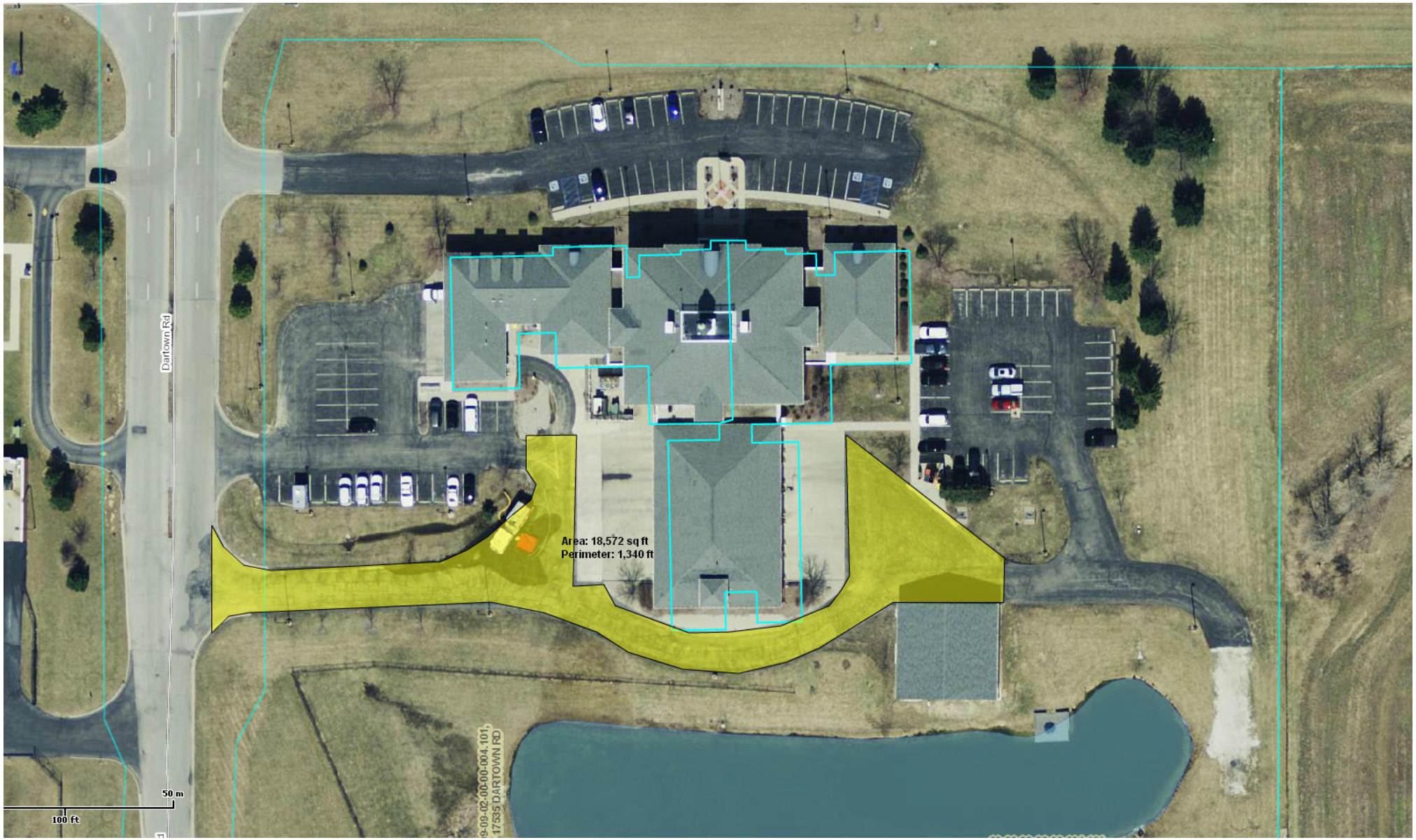

Westfield Public Safety Building

Remove and replace with Roller Compacted Concrete

Printed: Feb 13, 2014

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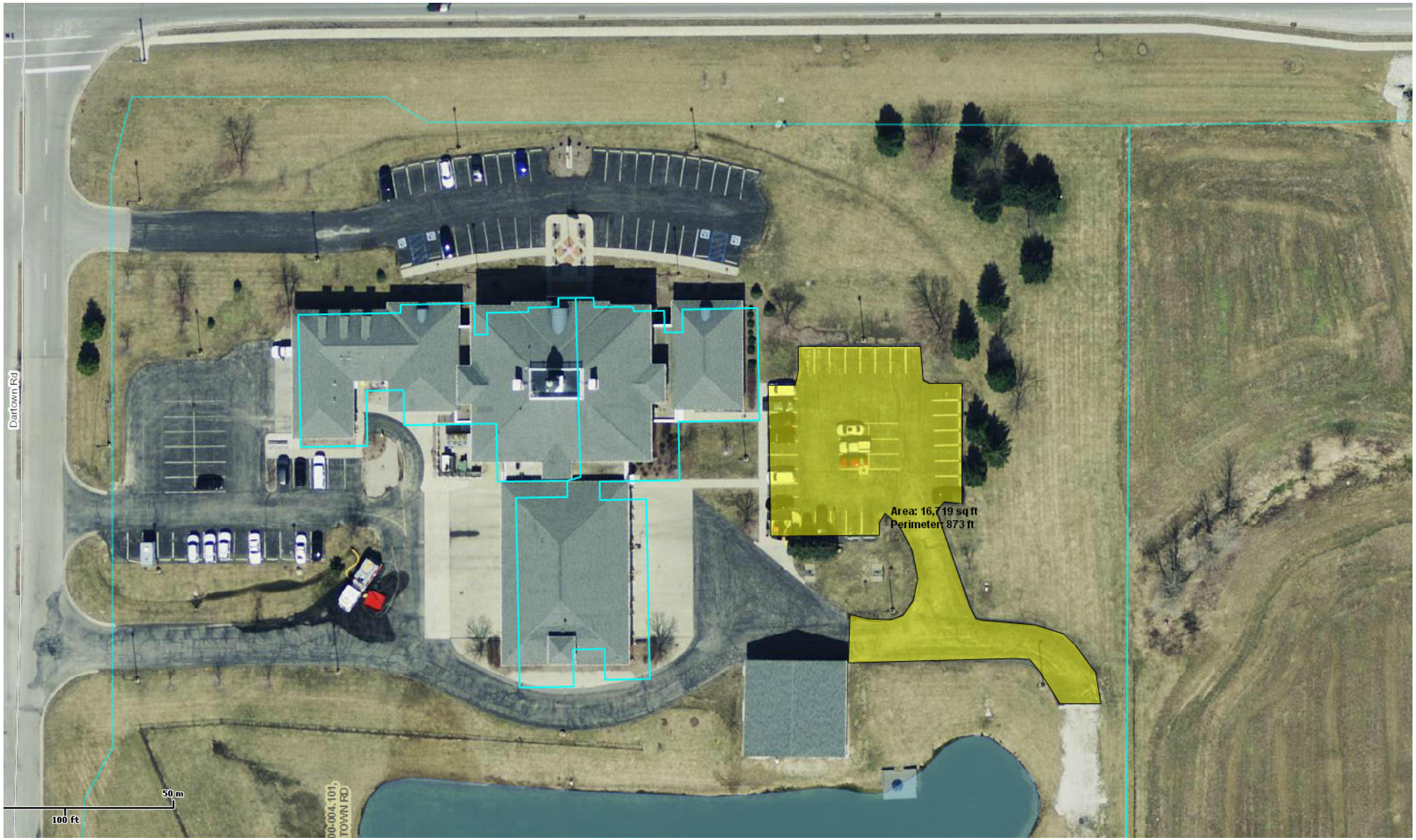

Westfield Public Safety Building

SE Parking lot and drive

Printed: Feb 13, 2014

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CITY OF Westfield INDIANA

Westfield Public Safety Building

SW Entrance & Lot - 14,350 sqft

Printed: Jan 14, 2014

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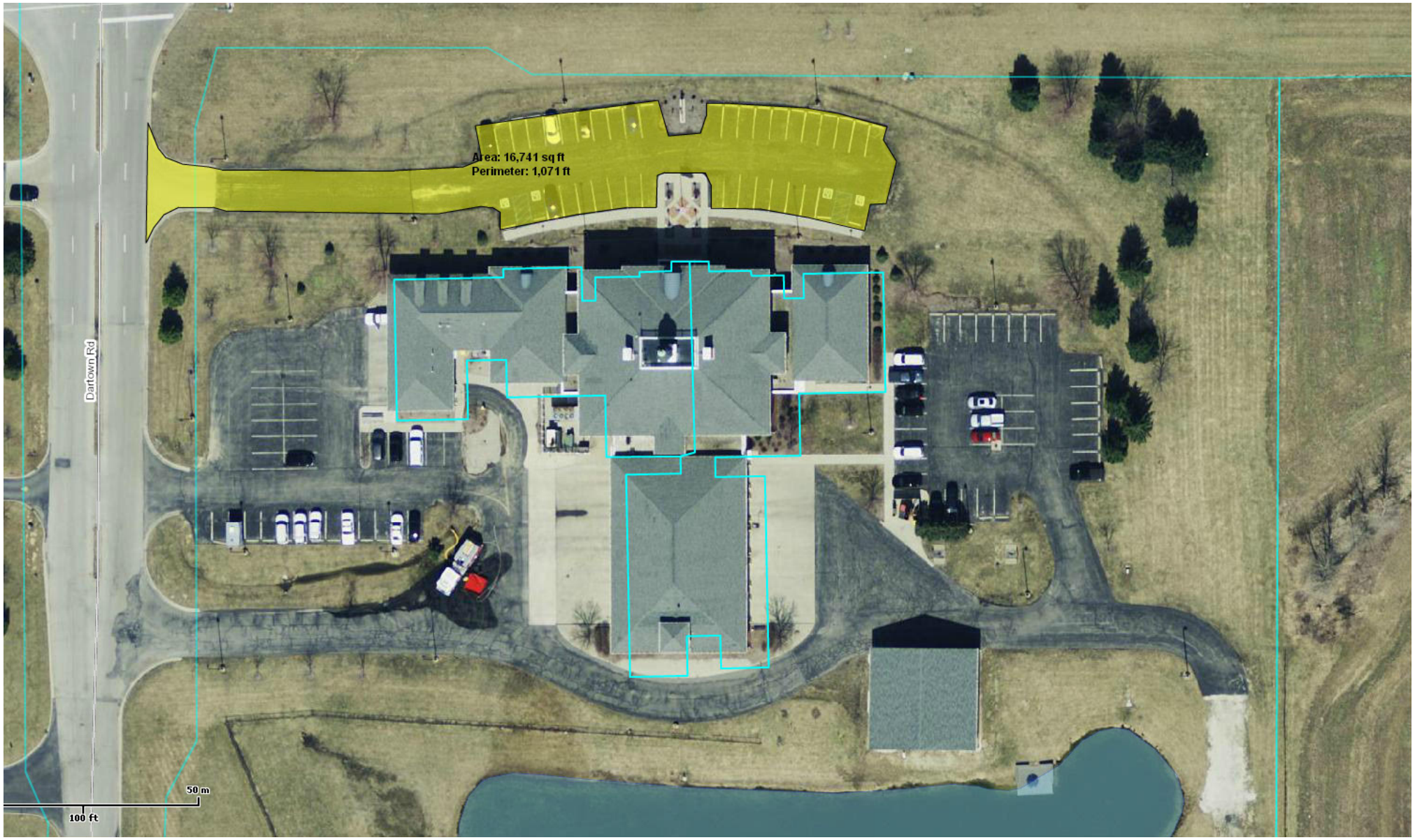

Westfield Public Safety Building

NW Entrance & Lot - 16,750 sqft

Printed: Jan 14, 2014

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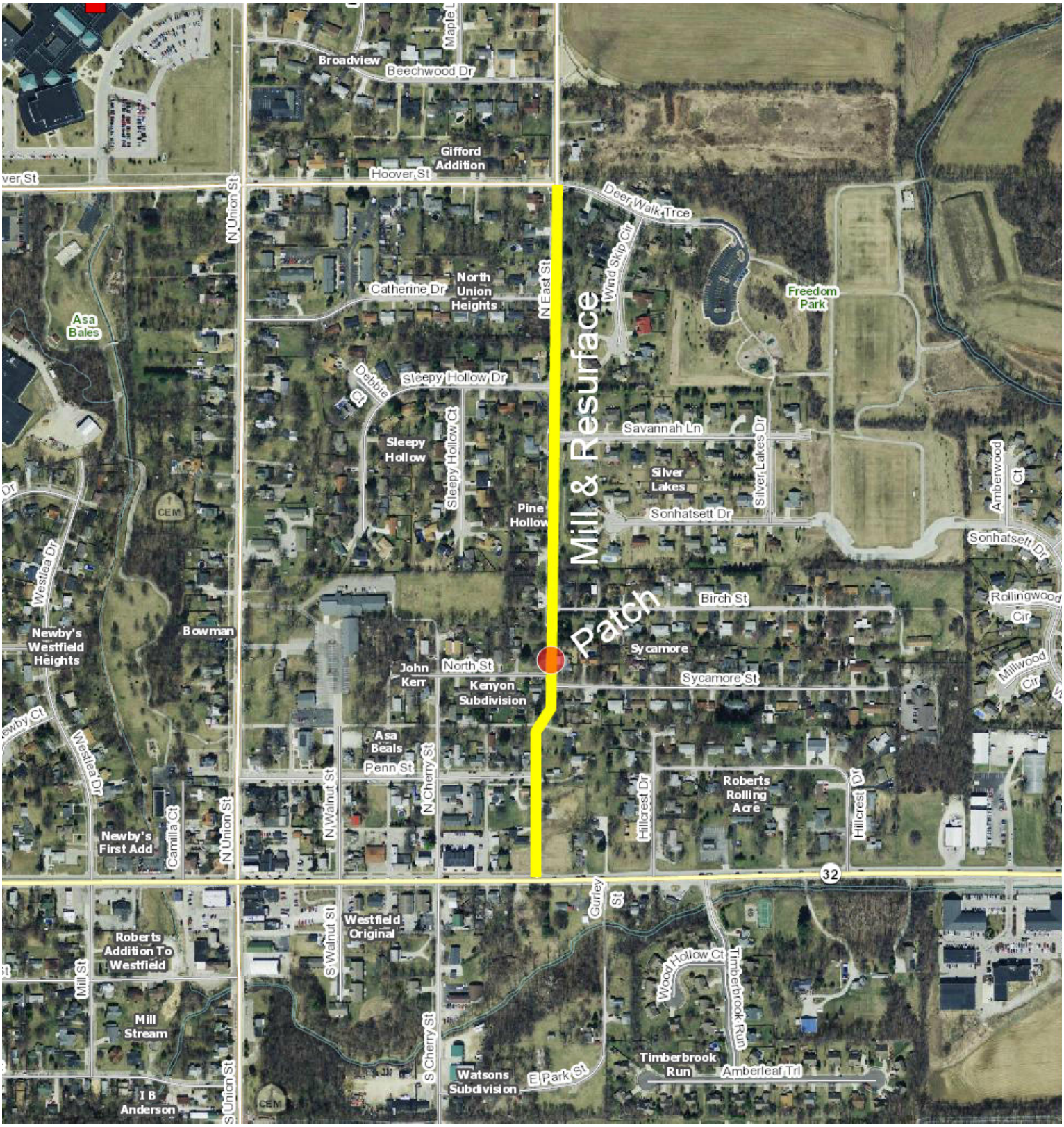

The City of Westfield - 2014 Resurfacing

East St - SR 32 to Hoover St

Printed: Mar 04, 2014

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