

ENGINEERING SUCCESS



411 N. Webb Rd.
Wichita, KS 67206
316.684.9600

Bridge Replacement – Bridge No. Q-16.9

Harvey County, Kansas
Bid Documents & Specifications

PROJECT NUMBER: 1601010168
DATE: July, 2016



**HARVEY COUNTY BRIDGE REPLACEMENT
BRIDGE NO. Q-16.9
HARVEY COUNTY, KANSAS
SPECIFICATIONS**

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ADVERTISEMENT FOR BID

Sealed bids for the Harvey County 2016 Bridge Replacement for Bridge No. Q-16.9 will be received in the Office of the Harvey County Administrator until **10:00 a.m. August 5th, 2016**. Bids will be opened and publicly read aloud at the Bid Opening at 11:00 a.m on August 8th, 2016 in the Harvey County Board of County Commissioners' office. The project consists of the following:

This project consists replacement of Harvey County Bridge Number Q-16.9. Existing structure will be removed and replaced with a new Geosynthetic Reinforced Soil (GRS) integrated Bridge System with Steel Beam members. New bridge span will be approximately 94 feet crossing the Middle Emma Creek just East of Hesston, KS. Project includes, but not limited to demolition, new GRS abutments, steel members, decking, approaches, erosion control, railings and installation of all systems. As part of the bid submittal, bidders shall submit information pertinent to the "Retaining wall (SBW)" wall units proposed to be installed by the bidder. Information shall include pictures, model numbers, dimensions and weights of the various units, specifications of block materials and manufacturing details.

All bids shall be unit prices for a measured quantities contract and shall be submitted on forms which may be obtained from the County Engineer (MKEC Engineering, Inc.). The proposed contract documents consisting of specifications together with information for bidders, bid proposal, forms, and forms of contract, performance bond and statutory bond, may be examined in the office of the Harvey County Administrator, Newton, Kansas and at the offices of the Engineer: 411 North Webb Road, Wichita, Kansas. The proposed contract documents may be obtained by prospective bidders by contacting the Engineer at: 316-684-9600 (phone), 316-684-5100 (fax) and e-mail: Kayotte@mkec.com.

Each bid shall be accompanied by a bid bond, written by a surety company acceptable to the County, or certified cashier's check in the amount of 5 percent of the total bid, which shall be retained by the County until the contract for the Project has been awarded. The bid surety of the successful bidder will be returned when a satisfactory performance bond has been furnished.

Submittal: Submit bid and security in an opaque, sealed envelope. Identify the envelope as follows:

Item: Bid Form and Security

To: Harvey County Administrator
800 N Main St. P.O. Box 687
Newton, KS 67114-0687

Bid For: Bridge Replacement for Bridge # Q-16.9
Harvey County, Kansas

Bid Of: _____

DO NOT OPEN UNTIL 11:00 A.M. ON August 8th, 2016

By: _____

No bidder may withdraw his bid for at least sixty (60) days after the scheduled closing time for the receipt of bids. The County reserves the right to reject any or all bids and to waive informalities.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 BID SUBMISSION AND OPENING

- A. Sealed bids for the construction of the Harvey County 2016 HIPR Program for Harvey County, Kansas, will be received at the Office of the County Administrator, until **10:00 a.m. August 5th, 2016**, Bids will be opened and publicly read aloud at the Bid Opening at **11:00 a.m on August 8th, 2016** in the County Commissioners Chambers. All interested parties are invited to attend.
- B. There will be a recommended Pre-Bid Meeting on July 27th at 9:00 a.m. at the Harvey County Roads and Bridges Office at 1425 N Spencer, Newton, KS. Meeting will be followed by a site visit. Interested Bidders are highly encouraged to attend this meeting and site visit.
- C. Each bidder shall state in the Bid his name, place of residence, his exact post office address, and the names of all persons interested with him therein. Anyone signing a bid as an agent for another must file with the bid acceptable evidence of his authority to do so.
- D. Bids must be sealed, addressed to the County Clerk and endorsed on the envelope: "Harvey County Bridge Replacement, Bridge Number Q-16.9".
- E. All bids shall be made and received with expressed understanding that the bidders accept the terms and conditions contained in these instructions, in the specifications, and contract and bond forms attached hereto.
- F. Each bid shall be legibly written or printed in ink on the form provided. No alteration in bid by erasures, interpolations, or otherwise will be acceptable unless each alteration is signed or initialed by the Bidder. No alteration in any bid, or in contract documents, shall be made after the bid has been submitted. Any addenda to the contract documents, properly signed by the Bidder, shall be attached to and accompany the bid when submitted.
- G. All bids shall be submitted to the County Administrator's office. Bids left with any other office will not be accepted.

1.02 BID DEPOSITS

- A. Each bidder is required to deposit with his bid an acceptable bidding bond of 5% or a certified cashier's check in the amount of 5% of the total bid as guarantee that he will file all bonds required and enter into contract, should it

INSTRUCTIONS TO BIDDERS

be awarded him according to the terms of his bid, within 10 days after the formal notification of the award. Should the successful Bidder fail to enter into contract with the Harvey County, Kansas, the bond shall become forfeited as liquidated damages, and the money realized therefrom be turned into the County Clerk.

1.03 INSURANCE AND BONDS

- A. Insurance: Throughout the life of the contract, the Contractor will be required to carry the types and amounts of insurance named in the General Conditions and Supplementary Conditions. A certificate of insurance shall be filed with the County Clerk.
- B. Bonds: The Bidder to whom the contract is awarded will be required to furnish the following bonds:
 - 1. Performance Bond: A performance bond to the Owner, in an amount equal to one hundred (100) percent of the contract.

1.04 PROJECT SCHEDULE AND LIQUIDATED DAMAGES

- A. The work to be performed under this contract shall be substantially completed and ready for use before the expiration of **70** working days after the date of Notice to Proceed. All work shall be completed and ready for final acceptance before the expiration of **80** working days after the date of Notice to Proceed. This time included the fabrication and delivery of Steel members and all associated building materials. The time of starting and the times of completion are of the essence. The Contractor shall reimburse the County at the rate of \$500.00 per day for each additional day in the event the work to be performed under this contract is not completed within the times above specified for substantial and final completion. The time hereinabove fixed for the completion of the contract shall be extended for a period equivalent to the time lost because of abnormally inclemental weather or other causes over which the Contractor has no control.
- B. Any bid which stipulates that the work will be performed in a greater period of time than that specified in the Information to Bidders shall be deemed irregular; and such bidder shall be deemed ineligible to receive the award of the Contract.
- C. **Bridge CANNOT be closed PRIOR to September 5th, 2016. City will coordinate with contractor on NTP date. Working days do not included time for steel beam fabrication and delivery. Working days start from time of mobilization to project site. Contract will be required to submit a project schedule for completion of this project. Schedule will include at a minimum, steel procurement and delivery dates, Mobilization,**

Bridge Closure dates, Bridge open date, substantial completion and final completion dates.

1.05 QUALIFICATION

- A. Before award of the Contract, the successful Bidder will be required to satisfy the County as to his experience and competence to perform the work; his integrity and reliability in carrying out the provisions of his performance bond; and his resources for its vigorous prosecution.
- B. As part of the bid submittal, bidders shall submit information pertinent to the "Retaining wall (SBW)" wall units proposed to be installed by the bidder. Information shall include pictures, model numbers, dimensions and weights of the various units, specifications of block materials and manufacturing details.

1.06 MATERIALS AND EQUIPMENT

- A. The Bidder shall base his Bid on materials and equipment complying fully with the plans and specifications; in the event he names in his bid materials or equipment which do not so conform, he shall be responsible for furnishing materials and equipment which fully conform at no change in the contract price or prices.

1.07 CONTRACT DOCUMENTS

- A. The contract documents include the plans and specifications on file with the County, the proposal and contract forms, the bonds to be furnished by the Contractor, the Advertisement for Bids, this Information for Bidders, and the General Conditions.
- B. Each bidder must examine for himself the location of the proposed work and all conditions affecting the work. If any person, contemplating submitting a bid for this work, is in doubt as to the true meaning of any part of the plans or specifications, he may submit a request for the interpretation thereof in writing to the Engineer. An interpretation of these plans and specifications will be made only by addendum and a copy of such addendum will be mailed to each person receiving a set of plans and specifications, and the County will not be responsible for any other interpretation of these documents.
- C. Should one or more clauses of this Contract be in apparent conflict, the more stringent of interpretation unless otherwise officially interpreted by the Engineer shall be binding.
- D. The Contractor shall make bids upon the forms provided therefore, properly executed and with all items filled out and all information provided as

INSTRUCTIONS TO BIDDERS

stipulated in the bid form or elsewhere. Do not change the wording of the Bid Form, and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the bid.

1.08 COLLUSION

- A. No bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firm or individual shall be cause of rejection of all such bids without consideration.

1.09 CONTRACT AWARD

- A. The Contract, if awarded, will be awarded to the responsible bidder who has prepared the lowest Contract Sum consisting of the Base Bid and any accepted Alternate Bids, subject to the Owner's right to tabulation and confirmation. The Owner retains the right to reject any or all bids and to waive irregularity in the bids or in the bidding.

1.10 DISCRIMINATION

- A. Bidders on this work, including sub-contractors or vendors, will be required to comply with the Kansas Act Against Discrimination as defined in Attachment 1.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 00500

SECTION 00300 - INFORMATION AVAILABLE TO BIDDERS

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Each Bidder shall visit the site of the project before submitting his Proposal for this work so that he is fully informed as to the existing conditions and the obstacles which he might encounter.
- B. The Bidder shall become aware of the nature of the site and the conditions under which the work must be performed. Upon award of the Contract, the Contractor will not be granted any additional compensation with regard to time or money for conditions which he may have informed himself of during an inspection of the site.

1.02 CONTRACTOR CONSTRUCTION PLAN SETS

- A. Following the Award of Contract, the Contractor shall be supplied with two (2) sets of Plans and Specifications. Should additional copies of plans and specifications be required, they shall be supplied at Engineer's printing, shipping and handling costs, to be paid by the Contractor.

1.03 "OR EQUAL" STATEMENT

- A. When manufacturer's names are used in the specifications or plans, they are used to establish a standard and the words "or equal", if not stated, are implied.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 00300

BID FORM

DATE: _____

TO: Harvey County, Kansas

REFERENCE: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT

The undersigned bidder, having examined the plans, specifications, general and special conditions, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this Bid; (b) the location, arrangement, and specified requirements of the proposed work; (c) the locations, character, and condition of existing streets, roads, highways, railroads, pavements, surfacings, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both on the surface and underground, which may affect or be affected by the proposed work; (d) the nature and extent of the materials to be excavated; (e) local conditions relative to labor, transportation, hauling, and rail delivery facilities, and (f) all other factors and conditions affecting or which may be affected by the work.

Hereby proposes to furnish all required materials, supplies, equipment, tools, and plans; to perform all necessary labor and supervision, and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents and the plans, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda thereto) in the following locations and at the prices stated herein below:

BASE BID

Item No.	Description	Est. Quantity	Unit	Unit Price	Total Cost
ROAD ITEM					
1	Clearing and Grubbing	1	LS		
2	Removal of Existing Structure	1	LS		
3	Common Excavation	205	CY		
4	Rock Excavation	75	CY		
5	Embankment	6466	CY		
6	Aggregate Base (AB-3) (6")	436	SY		
7	Aggregate Shoulder (Special) (6")	125	SY		
8	HMA-Commercail Grade (Class A)	184	Tons		
9	Storm Sewer 42"	89	LF		
10	End Section 42"	2	EA		
11	End Section 42" (Type IV)	2	EA		
12	Riprap Light Stone (24")	276	SY		

13	Riprap removed and replaced	138	SY		
14	Pavement Markings	1	LS		
15	Signing	1	LS		
16	Temporary Erosion Control	1	LS		
17	Site Restoration	1	LS		
18	Seeding	1	LS		
TOTAL ROAD ITEMS BID					
BRIDGE ITEMS (Base Bid)					
19	Retaining Wall (MBW)	4392	SF		
20	Concrete (Grade 4.0)	112.2	CY		
21	Reinforcing Steel (Grade 60)	31450	Lbs.		
22	Structural Steel AASHTO M270, Grade 50W T3	46550	Lbs.		
23	Structural Steel ASTM A709, Grade 50W T3	35890	Lbs.		
24	Structural Steel ASTM M270, Grade 50W	35070	Lbs.		
25	ASTM A36	870	Lbs.		
26	Guardrail, Steel Plate	350	LF		
TOTAL BRIDGE BASE ITEMS					
TOTAL BASE BID (Road Base + Bridge Base)					
BRIDGE ITEMS (Alternate Bid)					
19	Retaining Wall (MBW)	4392	SF		
20	Concrete (Grade 4.0)	114.3	CY		
21	Reinforcing Steel (Grade 60)	31450	Lbs.		
22	Structural Steel AASHTO M270, Grade 50W T3	0	Lbs.		
23	Structural Steel ASTM A709, Grade 50W T3	0	Lbs.		
24	Structural Steel ASTM M270, Grade 50W	0	Lbs.		
25	ASTM A36	4809	Lbs.		
26	Guardrail, Steel Plate	350	LF		
27	NU 35 Prestressed Concrete Girders	570	LF		
TOTAL BRIDGE ALTERNATE ITEMS					
TOTAL BASE BID WITH ALTERNATE (Road Base + Bridge Alternate)					

All quantities are estimates and used to compare bidders. Contract will be a **Lump Sum** contract with the contractor being paying for actual quantities used on the project. See Section 11 in General Conditions (0700) for additional details.

BASE BID:

(Words) _____ Dollars
(Figure) _____

ALTERNATE BID:

(Words) _____ Dollars
(Figure) _____

NOTES:

1. This project is exempt from State of Kansas Sales Tax.
2. The Contract will be awarded to the lowest responsive, responsible bidder on the basis of the lowest Base Bid.
3. The Owner reserves the right to reject any or all bids, and to waive irregularities or informalities in any bid.
4. This Bid is based on the Bidder's use of the following subcontractors and suppliers:

SUBCONTRACTOR

WORK ITEM OR TYPE

MANUFACTURER

ITEM

The Bidder shall provide the names of suppliers of other equipment after bid opening if requested by the Engineer.

- 5. Accompanying this bid is a bid bond in the amount of _____ Dollars (\$ _____), payable without conditions to the Harvey County, Kansas, which it agreed shall be retained as liquidated damaged for the delay and extra expense caused by the Harvey County, Kansas, if the undersigned fails to execute the Contract and furnish the bonds required by the Contract Documents within 15 days of Notice of Award.
- 6. Bids shall remain open for 60 days after the date of Bid Opening.
- 7. (I) or (We) acknowledge receipt of the following Addenda:

Addendum (Number and Date)

Work as identified in 00500-2 will be started within 10 days after the date of the Notice to Proceed, and within **70 working** days after the date of the Notice to Proceed, all work shall be to a point of Substantial Completion as specified in SECTION 00700 as Modifications to General Conditions Article 14.8 and all work shall be completed and ready for final acceptance within **80 working** days after the date of Notice to Proceed. Daily Liquidated Damages are \$500.00 for late Substantial Completion and \$500.00 for late final completion, as stipulated in the Agreement.

The undersigned further proposes to execute the agreement and to furnish the specified bonds (in the amount of 100 percent of the Contract Price) and other required documents within fifteen (15) days of the Notice of Award.

Bid Security in conformance with the above and in the amount stated above accompanies this Bid.

(Company Name of Bidder - Type or Print)

Date

(Address Bidder)

(Authorized Officer - Signature)

(Authorized Officer - Type or Print)

(Title)

END OF SECTION 00400

BID BOND

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

Signed this _____ day of _____, 2016.

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

NOW, THEREFORE,

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

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

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

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

Principal L.S.

Surety

By: _____

IMPORTANT: Surety companies executing bonds must be licensed to do business in the State of Kansas and the Surety companies must be listed on the most current list issued by the Treasury Department (Circular 570 as amended).

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Harvey County, Kansas
(Owner)

and _____

(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT

ARTICLE 2 - THE PROJECT

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

This project consists replacement of Harvey County Bridge Number Q-16.9. Existing structure will be removed and replaced with a new Geosynthetic Reinforced Soil (GRS) integrated Bridge System with Steel Beam members. New bridge span will be approximately 94 feet crossing the Middle Emma Creek just East of Hesston, KS. Project includes, but not limited to demolition, new GRS abutments, steel members, decking, approaches, erosion control, railings and installation of all systems. As part of the bid submittal, bidders shall submit information pertinent to the "Retaining wall (SBW)" wall units proposed to be installed by the bidder. Information shall include pictures, model numbers, dimensions and weights of the various units, specifications of block materials and manufacturing details.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by **MKEC Engineering, Inc.**

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before **70 working days** from Notice to Proceed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before **80 working days** from Notice to Proceed.

4.03 Liquidated Damages

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

ARTICLE 5 - CONTRACT PRICE

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

Item No.	Description	Est. Quantity	Unit	Unit Price	Total Cost
ROAD ITEM					
1	Clearing and Grubbing	1	LS		
2	Removal of Existing Structure	1	LS		
3	Common Excavation	205	CY		
4	Rock Excavation	75	CY		
5	Embankment	6466	CY		
6	Aggregate Base (AB-3) (6")	436	SY		
7	Aggregate Shoulder (Special) (6")	125	SY		
8	HMA-Commercail Grade (Class A)	184	Tons		
9	Storm Sewer 42"	89	LF		
10	End Section 42"\	2	EA		
11	End Section 42" (Type IV)	2	EA		
12	Riprap Light Stone (24")	276	SY		
13	Riprap removed and replaced	138	SY		
14	Pavement Markings	1	LS		
15	Signing	1	LS		
16	Temporary Erosion Control	1	LS		
17	Site Restoration	1	LS		
18	Seeding	1	LS		
TOTAL ROAD ITEMS BID					

BRIDGE ITEMS					
19	Reatining Wall (MBW)	4392	SF		
20	Concrete (Grade 4.0)	112.2	CY		
21	Reinforcing Steel (Grade 60)	31450	Lbs.		
22	Structural Steel AASHTO M270, Grade 50W T3	46550	Lbs.		
23	Structural Steel ASTM A709, Grade 50W T3	35890	Lbs.		
24	Structural Steel ASTM M270, Grade 50W	35070	Lbs.		
25	ASTM A36	870	Lbs.		
26	Guardrail, Steel Plate	350	LF		
TOTAL BRIDGE ITEMS					
TOTAL BASE BID					

A. For all Work, a Lump Sum of:

(\$ _____)

_____ (words)

_____ (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day after the District's board meeting held the third Tuesday each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

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

a. 90 percent of Work completed (with the balance being retainage).

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

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance

with Paragraph 14.02.B.5 of the General Conditions and less Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 10 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. EJCDC General Conditions (pages 1 to 41, inclusive).
4. Modifications to Standard General Conditions of the Construction Contract (pages 1 to 3, inclusive).
5. Supplementary Conditions (pages 1 to 2, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings consisting of **30** sheets with each sheet bearing the following general title:
Bridge Replacement for Bridge No. Q-16.9
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to x, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

Not Applicable

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: _____ (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

NOTICE OF AWARD

Dated _____, 2016

TO: _____
(BIDDER)

ADDRESS: _____

PROJECT HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT

OWNERS CONTRACT NO. _____

CONTRACT FOR HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT

You are notified that your Bid, dated _____ for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for **HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT**

The contract price of your Contract is _____

Dollars (\$ _____).

Contract Documents (specifications and drawings) will be delivered separately or otherwise made available to you.

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

1. You must return to the Owner four fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Standard General Conditions of the Construction Contract (Article 5), Modifications to Standard General Conditions of the Construction Contract, and Supplementary Conditions.
3. (List other conditions precedents).

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

Within ten days after you comply with those conditions, the Owner will return to you two fully signed counterparts of the Agreement with the Contract Documents attached.

Harvey County
(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

Project Manager, Engineering Services

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

END OF SECTION 00811

Notice to Proceed

Dated:

Project: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT	Owner: Harvey County, Kansas	Owner's Contract No.:
Contract: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT		Engineer's Project No.: 16128

Contractor:

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

You are notified that the Contract Times under the above contract will commence to run on, _____, On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is **70 Working calendar days**, and the number of days to achieve readiness for final payment is **80 working calendar days**.

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

	Harvey County, Kansas	
Contractor		Owner
Received by:		Given by:
_____		_____
Title		Title
_____		_____
Date		Date
_____		_____

Copy to Engineer

PERFORMANCE BOND

This Performance Bond is one executed in connection with the contract to secure fulfillment of all the Contractor's obligations under such contract.

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of _____ principal, and _____, a corporation authorized under the laws of the State of _____ with general offices in _____ and authorized to transact business in the State of Kansas as surety, are held and firmly bound unto the **Harvey County, Kansas** (Owner), in the penal sum of (_____) lawful money of the United States, for the payment of which sum, well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

Signed, sealed and delivered this _____ day of _____, 2016.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written agreement with the **Harvey County, Kansas** (Owner), dated _____, 2016, for the furnishing of all materials and labor and doing of all work of whatever kind necessary for **HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT** for **Harvey County, Kansas** (Owner), including and acknowledging the "One Year Correction Period", all in accordance with the Project Drawings and Project Manual (plans & specs) prepared by MKEC Engineering Consultants and in accordance with said agreement, a copy of which is, or may be attached hereto and which is by reference made a part hereof:

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said agreement on the part of said principal to be performed, and shall hold **Harvey County, Kansas** (Owner) harmless against all claims, loss or damage which it may sustain or suffer by reason of any breach of said agreement by said principal, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the Project Manual accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to

the Project Manual.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the agreement falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

IN TESTIMONY WHEREOF, said Principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. The document is executed in quadruple.

Contractor:
(Name of Contractor)

Surety:
(Name of Company)

By:
(Signature of Contractor)

By:
(Signature of Surety Agent)

(Name Printed)

(Name Printed)

(Title)

(Title)

Address for Notices to Surety:

(A certified copy of the agent's power of attorney must be attached hereto.)

IMPORTANT: Surety companies executing bonds must be licensed to do business in the State of Kansas and the Surety companies must be listed on the most current list issued by the Treasury Department (Circular 570 as amended).

END OF SECTION 00610

Certificate of Substantial Completion

Project: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT	Owner: Harvey County, Kansas	Owner's Contract No.:
Contract: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT		Date of Contract:
Contractor:		Engineer's Project No.: 16128

This definitive Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:
 The following specified portions:

Date of Substantial Completion

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

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

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

- Amended Responsibilities
 Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

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

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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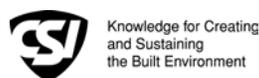
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Construction Specifications Institute

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American Society of Civil Engineers
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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).

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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.

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

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).

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 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

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 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 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 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.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Supplementary 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 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.

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 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 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

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 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 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 Draw-

ings 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 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.

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 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.

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.

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.

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 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.

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, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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

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 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.

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.

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 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 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.

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;

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:

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 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*

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

SECTION 00800 - SUPPLEMENTARY CONDITIONS (ADDITIONAL ARTICLES)

PART 1 GENERAL

1.01 BONDS AND INSURANCE

- A. Contractor shall furnish Statutory Bond, Certificate of Insurance, and Appointment of Process Agent (if the Contractor's headquarters are not in Kansas) along with the Performance and Payment Bonds.

1.02 QUALIFICATION OF BIDDERS

- A. If requested by the Engineer or Owner after opening of Bids, the Contractor shall furnish the following information:
 - 1. Bank references.
 - 2. Name of Bonding Company and name and address of agent.
 - 3. Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:
 - a. Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.
 - b. Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).
 - 4. List of similar projects: Owner's name, address and phone number; date of completion; and contract amounts that have been completed by Contractor's organization in the past five years.

1.03 PROJECT REPRESENTATION

- A. The duties, responsibilities and limitations of authority of any Resident Project Representative and assistants will be the same as specified in the General Conditions Article 9 for the Engineer.

1.04 ALTERATIONS AND MODIFICATIONS

- A. The Owner may, when deemed necessary, make alterations and modifications in the Project Drawings and Project Manual (plans and specifications). Variations or alterations involving modifications in lump sum bid shall be agreed upon in writing, endorsed upon the original agreement and signed by both parties to the agreement.

SUPPLEMENTARY CONDITIONS (ADDITIONAL ARTICLES)

- B. When, during the progress of the work, alterations or modifications become necessary, and when such alterations or modifications are agreed upon as aforesaid, such alterations and modifications shall be considered and treated as though originally contracted for, and shall be subject to all terms, conditions and provisions of the original agreement, except the time for completion may be altered as hereinbefore specified.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 00800

**AFFIDAVIT OF CONTRACTOR
CONTRACT NO.**

To: _____ (Owner)

Gentlemen - Complying with paragraph 14.07 of the Standard General Conditions of the Construction Contract EJCDC C-700 (2002 Edition) governing the contract for construction of **HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT**, I hereby declare that all indebtedness, otherwise, for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction of the above mentioned Contract, including gasoline, lubricating oils, fuels, greases, coal and other items used or consumed in furtherance of the said improvement have been paid in full, and I further declare that the **Harvey County (Owner)** has been paid in full, for all loss, cost, damage or expense for which it has been held responsible for by reason of any negligence, defective condition, default, failure, or miscarriage in the performance of said Contract, either by me as principal Contractor or by a Sub-contractor, or otherwise.

Respectively,

By: _____

STATE OF KANSAS

ss:

COUNTY OF HARVEY

On the _____ day of _____, 2016, before me personally appeared _____, known by me to be the Contractor on the above project, and being duly sworn stated that the above statement is true and correct.

Notary Public

My commission expires: _____

RELEASE OF FINAL ESTIMATE BY SURETY

In compliance with paragraph 14.07 of the Standard General Conditions of the Construction Contract EJCDC C-700 (2002 Edition), the _____ as surety, hereby releases for payment, the final amount on the above Contract.

By: _____

Attorney-in-fact

END OF SECTION 00835

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT	Owner: Harvey County, KS	Owner's Contract No.:
Contract: HARVEY COUNTY BRIDGE Q-16.9 REPLACEMENT		Date of Contract:
Contractor:		Engineer's Project No.: 14084 – Phase 1800

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments: (List documents supporting change): _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

SECTION 01100 - SUMMARY**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Products ordered in advance.
 - 6. Owner-furnished products.
 - 7. Use of premises.
 - 8. Owner's occupancy requirements.
 - 9. Work restrictions.
 - 10. Specification formats and conventions.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

This project consists replacement of Harvey County Bridge Number Q-16.9. Existing structure will be removed and replaced with a new Geosynthetic Reinforced Soil (GRS) integrated Bridge System with Steel Beam members. New bridge span will be approximately 94 feet crossing the Middle Emma Creek just East of Hesston, KS. Project includes, but not limited to demolition, new GRS abutments, steel members, decking, approaches, erosion control, railings and installation of all systems. As part of the bid submittal, bidders shall submit information pertinent to the "Retaining wall (SBW)" wall units proposed to be installed by the bidder. Information shall include pictures, model numbers, dimensions and weights of the various units, specifications of block materials and manufacturing details.

1.04 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.05 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.06 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than hours' notice to Owner of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.07 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed outside the existing building during normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify John McClure not less than three days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without County's written permission.

1.08 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 PRODUCTS

Bidder may submit requests for alternate products to the Engineer with the required proposal documents before the bids are opened.

PART 3 EXECUTION - Not Used

END OF SECTION 01100

SECTION 01120 - SITE VISIT

PART 1 GENERAL

1.01 SITE VISIT

- A. It is recommended that the Bidder visit the site of the project before submitting his Proposal for this work so that he might be fully informed of the existing field conditions and the obstacles which he might encounter.

- B. The Bidder shall be informed of the nature of the site and conditions under which the work must be performed. Upon award of the Contract, the Contractor will not be granted any additional compensation with regard to time or money for conditions which he may have become aware of during a visit to the site.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 01120

SECTION 01140 - WORK RESTRICTIONS

PART 1 GENERAL

1.01 RESTRICTIONS

- A. The Contractor shall control the debris, fluids, and construction materials. On-site storage of the Contractor's items shall be in locations allowed by the Owner.
- B. The site is located adjacent to agricultural property.
- C. The Contractor is responsible for keeping the access roads clean of any mud and debris originating from the project site.
- D. The site is unsecured and the Contractor shall be responsible for the security of his equipment, materials, and constructed facilities prior to complete acceptance of the project by the Owner.
- E. Access to the site is from County streets and State Highway.
- F. Vehicles of the Contractor or his personnel are to be parked on the project site.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 01140

SECTION 01290 - PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SCOPE OF PAYMENT

- A. Payment for the various items in the Proposal will be made in accordance with the type of contract (lump sum, lump sum plus measured quantities, measured quantities, unit price measured quantities, etc.), and shall be compensation in full for furnishing all labor, materials, equipment and appurtenances necessary to complete the work in a satisfactory manner as shown on the plans and as required in the specifications, with all connections, testing, and related work completed. Each item, fixture, piece of equipment, etc., shall be complete with all necessary connections and appurtenances, for the satisfactory use and operation of said item. No additional payment will be made for work related to any items unless specifically called for in the Proposal. This compensation shall also cover all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

1.02 LUMP SUM BID ITEMS

- A. When a lump sum bid item is included in the Contract, the price bid for such item shall include all labor, materials, equipment, and any other items required to fully construct and complete the bid item.
- B. Unless otherwise specifically covered elsewhere in these specifications, the Contract Documents, or when there are one or more specific pay items normally covered under "Clearing Right-of-way and Site Preparation" or "Site Restoration", the lump sum bid for these items shall include the following:
 - 1. Clearing Right-of-way and Site Preparation - All costs for removing existing street pavement, driveway, entrance and crossroad drainage pipes, sidewalks, storm sewer pipes, mailboxes, fences, inlets, trees, hedge, shrubs and any other items requiring removal to facilitate construction of the project. Construction of temporary roadways shall also be included in site preparation, unless otherwise specified.
 - 2. Site Restoration - All costs for constructing, replacing, or reconstructing gravel roadways, mailboxes, seeding, fertilizing, mulching, ditch grading, area grading of the work area, removal of temporary roadways, and any other such items requiring replacement or restoration for which a pay item is not provided in the proposal. Mulching and seeding shall be done in accordance with the "Landscaping and Seeding" section of these specifications, unless otherwise specified. Gravel road reconstruction shall be com-

pleted using a minimum total thickness of four inches of road gravel of a type approved by the Engineer.

- C. Quantities: Bid Proposals and project plans may or may not provide a breakdown of estimated quantities. If quantities are provided, they are an estimate only - the Contractor should make a thorough investigation of the site to determine actual quantities of work to be done.
- D. The Contractor will be required to furnish, to the Engineer, a breakdown estimate for all lump sum bid items in the Proposal prior to starting work, unless otherwise approved by the Engineer. Such breakdown estimates will require approval by the Engineer. Breakdown estimates, which are unbalanced in the opinion of the Engineer, will not be approved.

1.03 MEASUREMENT OF QUANTITIES

- A. When work items are measured to determine exact quantities of work completed for interim or final payments, standard units of measurement shall be used per the bid item and/or as specifically defined in the applicable sections of these specifications.

1.04 ASSIGNMENT OF PAYMENTS

- A. The contract shall not assign payments of a contract or any portion thereof without approval of surety and written consent of the County. Any assignment of money shall be subject to all proper set off and withholdings in favor of the County and to call deductions provided for in these specifications.

1.05 CONTRACT PAYMENT TYPE

- A. Unless otherwise specified in the contract documents, most projects let and contracted for through the Blackwell Municipal Authority office will be one of the five types described as follows:
- B. Lump Sum: A lump sum price contract shall mean that the Contractor shall perform all the work identified in the project plans and specifications for the total lump sum amount bid. Quantities provided in the bid documents are estimates only and can not be used as a basis for drawing additional payment for work that is identified in the project plans and specifications.
- C. Lump Sum plus Measured Quantities: Shall be the same as lump sum as described previously except one or more bid items may be identified as measured quantities for which payment shall be based on the actual, measured quantities of work completed.

- D. Measured Quantities: A measured quantity contract shall mean that payment for all bid items, except lump sum bid items, will be based on actual measured quantities.
- E. Unit Price: Shall be the same as Measured Quantities, except that quantities provided in the bid proposal are estimates only and are used for the purpose of comparing bids and awarding a contract. The actual quantities of work to be done may vary significantly from the bid quantities. This type of contract and payment is frequently used for maintenance type projects where budget is set, but the actual amount and extent of work may vary.
- F. Unit Price plus Contract Period: Shall be the same as Unit Price, except that the contract will also included a provision for a set period of time that the unit prices bid and the Contract is valid. Frequently used for repetitive and on going work such as sidewalk replacement and utility cut patching.

1.06 PARTIAL PAYMENTS AND RETAINAGE

- A. Partial Payments: Throughout the course of the construction of each project, partial payments may be made at periodic intervals generally not exceeding one calendar month, provided work was prosecuted during the time period from the previous payment. The County reserves the right not to make partial payments in increments less than \$1,000 and for total project with short completion times or total contract amounts of less than \$10,000.

Partial payments shall be made on the basis of actual or estimated quantities of work completed, or a percentage of total work completed, as determined by the Engineer.

Partial payments may be made to the Contractor for stored material when requested. Such requests shall be in writing to the Engineer and shall include sufficient documentation for the engineer to determine if such a request should be granted and the reasonable amount of payment. Approval of such requests shall be at the sole discretion of the Engineer.

- B. Retainage: Unless otherwise specified, ten percent (10%) shall be retained from all partial and final payments until the project is entirely complete and accepted by the County. The project shall not be considered completed and accepted until all work required by the specifications is completed to the satisfaction of the Engineer, all defects have been corrected and all required certifications and affidavits are submitted and approved by the County.

At the sole discretion of the Engineer, partial or final Retainage may be reduced and partial or conditional certificate of completion may be issued for partial work that is fully completed and functional for use by the public

1.07 ACCEPTANCE AND FINAL PAYMENT

- A. When the Contractor has completed the improvement provided for in the contract, and the Engineer has made a final inspection, the Engineer shall issue a written final acceptance.
- B. Upon concurrence from the Contractor, in writing, agreeing on the total payment due the Contractor, and upon submitted and acceptance of all certificates, affidavits, list of subcontractors and suppliers, project catalogs, operating manuals, test results and material certifications, and any other submittals required by the contract documents or the Engineer, final payments shall be made to the Contractor.
- C. The one (1) year maintenance provision whereby the Contractor is liable for any latent defects or failures shall commence on the date of the written final acceptance.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01290

SECTION 01410 - REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 PERMITS

- A. All necessary State, City, County, Local and Federal Permits required for construction shall be furnished by the Contractor other than permits issued by the Kansas Department of Health and Environment and related to the design, and construction.

1.02 CODES

- A. Execute work in compliance with all applicable Federal, State, County and Municipal laws, codes, ordinances, and local customs regarding the trade to perform the work.
- B. Codes shall govern in case of any direct conflict between codes and plans and specifications, except when plans and specifications require higher standards than those required by code.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 01410

SECTION 01510 - TEMPORARY UTILITIES

PART 1 GENERAL

1.01 GENERAL

- A. The Contractor shall furnish and pay for all compressed air, electricity, gas, telephone and potable water service required at the project site. Water necessary for earthwork compaction or other construction operations shall be furnished and paid for by the Contractor.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 01510

SECTION 01560 - TEMPORARY BARRIERS AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. This Section includes General Requirements for:
 - 1. Safety and protection of Work and Property
 - 2. Environmental controls
 - 3. Access roads and parking areas
 - 4. Traffic control and use of roadways

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY

- A. Provide for the safety and protection of the Work as set forth in the General Conditions. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected. Notify Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results. Construct and maintain all necessary temporary drainage and do all pumping necessary for operations. All Storm Water is to be pumped to the EQ Basin or back to the head of the plant. NO runoff is allowed. Before acceptance of the Work by owner, restore all property affected by Contractor's operations to the original or better condition.

3.02 ENVIRONMENTAL CONTROLS:

- A. Water and Erosion Control: Provide methods to control surface water to prevent damage to the Project, the Site, or adjoining properties in accordance with the Contract Documents and any local, state or federal codes. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation. Hold the areas of bare soil exposed at one time to a minimum. Provide temporary control measures such as berms, dikes, and drains. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other

TEMPORARY BARRIERS AND CONTROLS

construction areas; and to direct drainage to proper runoff. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas. Provide temporary drainage for the elevated storage tank if the permanent drainage piping system is not in operation.

- B. Debris Control and Clean-Up: Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
 - 1. Adequate trash receptacles about the Site, emptied promptly when filled.
 - 2. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
- C. Pollution Control: Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-Site in approved locations, and replace with suitable compacted fill and topsoil. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers, except with permission of the Owner.

3.03 ACCESS ROADS AND PARKING AREAS:

- A. Existing on-Site streets and parking facilities may be used for construction traffic with Owner's permission. Provide temporary additional roads as needed for required construction access. Maintain existing construction, and restore to original, better, or specified condition at completion of Work. Do not allow heavy vehicles or construction equipment in parking areas.

3.04 TRAFFIC CONTROL AND USE OF ROADWAYS:

- A. Unless otherwise stated in the project plans or special provisions, traffic flow must be maintained at all times, and access must be provided to all properties at all times. Safe and adequate pedestrian access must also be provided.

TEMPORARY BARRIERS AND CONTROLS

- B. All traffic lanes maintained during construction activities shall be a minimum ten (10) feet, with eleven (11) feet preferred, in width and shall be hard surfaced. Nine (9) foot wide lanes may be provided on lower volume roadways at the discretion of the Engineer.

END OF SECTION 01560

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 GENERAL (Not Used)

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- B. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- C. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration.

EXECUTION REQUIREMENTS

- D. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 01700

SECTION 01770 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following list:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Price.
 3. Submit a certified copy of Engineer's or Owner's final inspection list of items to be completed or corrected, endorsed and dated by Engineer or Owner. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by Engineer or Owner.
 4. Submit consent of surety to final payment.
 5. Project site will be cleaned of all construction material and debris and be restored to be contract condition. General cleaning is specified elsewhere.
- B. Final inspection Procedure: Engineer will conduct a final inspection of the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer or Owner. Upon completion of reinspection, the Engineer or Owner will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer or Owner will advise Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION - Not Applicable

END OF SECTION 01770

SECTION 13 4040 - RETAINING WALL SYSTEM

PART 1 GENERAL

1.1 DESCRIPTION

- A. The scope of work for wall erection includes: excavation, grading, and compaction of the wall foundation, general and local dewatering as required for proper execution of the work, construction of RSF (Reinforced Soil Foundation), erection of Modular Block Wall (MBW) elements, placement of soil reinforcing, and placement and compaction of select backfill material within the reinforced soil volume. The scope of work also includes providing and placing pre-cast and cast-in-place concrete coping.

1.2 EXISTING CONDITIONS

- A. Field Measurements: Verify field measurements prior to fabrication. Indicate field measurements on Shop Drawings.

PART 2 PRODUCTS

2.1 GENERAL

- A. Provide complete retaining wall system (geotextile, MBW, backfill, and all necessary accessories) in accordance with the acceptable alternates for the structure as listed in the Contract Documents.

2.2 RETAINING WALL SYSTEM

- A. Units: MBW units shall be a nominal of eight (8) inches in height and twelve (12) inch depth. Each MBW unit's maximum weight should be a maximum of one hundred (100) pounds.
- B. Concrete: Use cement complying with ASTM C150 Type I. The minimum compressive strength at 28 days of 4000 psi. Provide the MBW elements with a maximum absorption rate of 5% by weight and a minimum face shell of 2 inch and complies with ASTM C1372.
- C. Testing: The compression testing and sampling for MBW will comply with ASTM C140, Sampling and Testing Concrete Masonry Units.
- D. Casting: Cast the MBWs in a standard manner acceptable to the National Concrete Masonry Association and in accordance with the testing and inspection.
- E. Curing: Cure the MBW units in a manner acceptable to the National Concrete Masonry Association.
- F. Finish: Finish the MBW with a fractured or textured face finish. The MBW units shall be free of defects and air holes. Contractor shall provide a selection of colors that are available for the

MBW units to be selected by the Engineer. The single color of concrete is acceptable, except the horizontal band shall be an alternate color easily recognizable.

- G. Tolerances: The MBW units shall be manufactured within 1/8 inch of length and width plan dimensions. Manufacture the units within 1/16 inch of the specified height and connection slots within 3/16 inch of plan dimension. Provide MBW unitw with a minimum of 1.0 sq ft of face area each for full units and 0.5 sq ft of face area fro each cap unit.
- H. Compressive Strength: Acceptance of concrete MBW with respect to compressive strength will be determined on a production lot basis. A lot consists of each 10,000 production blocks or fraction thereof produced in one day. Select no less than 3 units at random from each lot to represent the production lot. Acceptance of the lot for compressive strength will be made if the average of any set of 3 is greater than 4000 psi and no single unit has a compressive strength less than 3600 psi.
- I. Rejection.
 - 1. Low compressive strength
 - 2. Defects that indicate imperfect molding
 - 3. Honeycombed or open texture concrete surfaces
 - 4. Any damage that would prevent making a satisfactory joint
 - 5. Chipped facing panel/unit edges
 - 6. Discolored blocks beyond reasonable variance in the opinion of the Engineer.
- J. Handling, Storage and Shipping. Handle, store and ship all unit in a manner as to eliminate the danger of staining, chipping, cracks, fractures, and excessive bending stresses. Support blocks in storage on firm foundations in a manner that will protect the exposed exterior finish.
- K. Basis of Acceptance. The retaining wall System will be accepted on the basis of satisfactory results of material tests, compliance with dimensional requirements and visual inspection at the point of usage.

2.3 Backfill:

- A. Provide backfill aggregate complying with ASTM C33, Coarse Aggregate, Size Number 89.

2.4 Coping:

- A. Cast-in-Place coping with Grade 3.0 concrete.
- B. Pre-cast Cap Blocks complying the Retaining Wall System

2.5 Soil Reinforcing:

- A. The soil reinforcing for this project is TenCate Mirafi HP570. This is a geotextile composed of high-tenacity polypropylene yarns. This will be accepted on Certification from the manufacture that it meets, ASTM D4595 4800 lbs/ft ultimate strength and a minimum of 900 lbs/ft at 2% strain.

PART 3 EXECUTION

3.1 MBW Shop Drawings:

- A. The contractor shall provide the Engineer with a complete drawing of all wall systems; including, location and size of all blocks, locations and size of coping, location of geotextile and the backfill location. The shop drawing shall include the RSF details also.

3.2 Wall Excavation:

- A. Remove all material encountered with regard to classification. Maintain stable sides at all excavations by providing reasonable cut back slopes or shoring where necessary.

3.3 RSF (Reinforced Soil Foundation):

- A. Upon completion of the excavation, the bottom of the RSF shall be proof rolled with a four wheeled 15 ton vehicle to check for soft areas. Remove and replace an foundation soils found to be unstable or unsatisfactory. Place the RSF on the completed subgrade and wrap in geotextile.

3.4 Wall Erection:

- A. Check the plumbness and tolerances of each modular block row at the face prior to erection of the next modular block row. Should any modular blocks be out of tolerance, remove the fill and reset the blocks to proper tolerances. Do not drape geotextile reinforcement over the face of the wall. Do not place more that one row of blocks at one time.
- B. Place MBW at location shown in the approve shop drawings with the use of small lifting devices or by hand. Place blocks in successive horizontal lifts in the sequence show in the approved shop drawings as backfill placement proceeds. Take care when placing material behind the MBW to prevent the blocks form moving outward. Vertical and horizontal alignment tolerance shall not exceed 1 ½ inch when measured with a 10-foot straight edge.
- C. Handle and store all geotextiles according to the manufacturer's recommendations.

3.5 Backfill Placement:

- A. Closely follow the erection of each lift of facing with backfill. At each reinforcing level, roughly level backfill before placing the reinforcing. Place reinforcing as shown in the approved shop drawings normal to the face of the wall. Tightly draw the reinforcing against the connections and maintain tautness during backfilling operations. Placement of the aggregate shall be from the wall face backward to prevent the formation of and to remove any wrinkles in the geotextile. The stone aggregate shall be place in a manner to avoid wrinkling of the geotextile reinforcement.
- B. Compact the backfill at each lift to 95% of AASHTO T-99. Begin by rodding of the aggregate fill behind each MBW unit while exerting downward pressure on the block to prevent lateral movement. Using a vibrator plate compactor (>4 passes) directly behind the blocks while exerting downward pressure on the block to prevent lateral movement. Use a larger vibrator compactor for the balance of the area more than six (6) feet behind the blocks.

- C. At the end of a day's operations, slope the last lift of backfill away from the wall face to direct surface runoff away from the wall. Do not allow surface runoff from adjacent area to enter the wall construction area.
- D. The geotextile shall extend to the exterior face of the MBW. Trim excess geotextile protruding from the face of the wall for MBWs to match the modular blocks face.

3.6 Coping:

- A. The precast coping shall be placed with a concrete adhesive to secure the coping to the wall. The adhesive shall have a minimum strength of 100 psi.

END OF SECTION

Appendix 1 -KDOT Anti-Discrimination Rules

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments
thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**
 - (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

- (b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

Appendix 2 -Geotech Report

GEOTECHNICAL EXPLORATION REPORT
Proposed Bridge #Q-16.9 Replacement
Dutch Avenue, East of Hesston
Harvey County, Kansas

GSI Project No. 167049
February 29, 2016

Prepared by:

GSI Engineering, LLC
4503 East 47th Street South
Wichita, Kansas 67210
(316) 554-0725

Prepared for:

MKEC
411 North Webb Road
Wichita, KS 67206

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your GBC-Member geotechnical engineer for more information.



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1. INTRODUCTION

1.1 General

This report summarizes the findings of our geotechnical exploration for the proposed replacement of county bridge #Q-16.9, located east of Hesston in Harvey County, Kansas. The scope of work was outlined in our proposal dated January 13, 2016. Mr. Karl Svaty, P.E. of MKEC authorized this exploration on January 25, 2016.

The purpose of this geotechnical study is to explore the subsurface conditions at the proposed site with exploratory borings, evaluate the engineering properties of the subsurface materials with appropriate field and laboratory tests, and perform engineering analyses for developing design and construction recommendations for the proposed project.

1.2 Project Description

The proposed project will be located on the Dutch Avenue crossing of West Emma Creek, approximately 0.25 miles east of I-135 near Hesston, Kansas. We understand the development will include the replacement of the existing multiple span bridge with a single span bridge supported on Geosynthetic Reinforced Soil, Integrated Bridge System (GRS-IBS) abutments. We estimate the GRS-IBS abutments will exert maximum bearing pressures on the order of 4,500 pounds per square foot (psf).

While we anticipate the roadway will remain near the current elevation, up to 15 feet of fill may be required if the overall span of the bridge will be reduced. We understand the base of the Reinforced Soil Foundation (RSF) will be placed at an elevation of 1438 feet.

2. FIELD EXPLORATION

We drilled two borings for this geotechnical exploration on February 8, 2016 with a CME 55 truck-mounted drilling rig using 3.25-inch inside diameter hollow stem augers. We drilled one boring at each end of the existing bridge to a depth of approximately 40 feet below the road surface at the time of our exploration.

We selected boring locations based on the alignment of the existing bridge, with additional consideration given to the proximity of passing traffic. Locations of the borings in relation to existing features are indicated on the Boring Location Plan included in Appendix A.

Our drill crew obtained surface elevations at the boring locations with an automatic level using the elevation at BM #1 (a square chiseled in the northeast corner of the bridge) as a reference point. We understand BM #1 has an elevation of 1466.16 feet. The ground surface elevations at the borings are shown on the boring logs included in Appendix B. The locations and elevations of the borings should be considered accurate only to the degree implied by the methods used in their determination.

Our drill crew obtained soil samples at the intervals shown on the boring logs in Appendix B. Recovered samples were sealed in plastic containers, labeled, and protected for transportation to the laboratory for further examination, testing, and classification.

We obtained undisturbed samples (designated “Shelby Tube” or “U” samples) with 3-inch O.D. thin-walled tube samplers, hydraulically pushed in general accordance with ASTM D1587, “*Thin-Walled Tube Sampling of Soils for Geotechnical Purposes.*”

We obtained split-barrel samples (designated “Split Spoon” or “S” samples) while performing Standard Penetration Tests (SPT) with a 1-3/8 inch I.D. thick-walled sampler, driven using an automatic hammer in general accordance with ASTM D1586, “*Penetration Test and Split-Barrel Sampling of Soils.*” The “N” value, reported in blows per foot (bpf), equals the number of blows required to drive the sampler through the last 12 inches of the 18-inch sample interval using a 140-pound hammer falling 30 inches.



Our drilling personnel prepared field boring logs during drilling operations. These field logs report drilling and sampling methods, sampling intervals, groundwater measurements and the subsurface conditions we encountered. At the conclusion of drilling, our drill crew made groundwater measurements, backfilled the borings in accordance with Kansas state regulations, and patched the existing asphalt pavement.

3. SITE CONDITIONS

3.1 Regional Geology

The project site lies at the eastern edge of the Wellington-McPherson Lowlands region of south-central Kansas. The topography in this region is typified by flat alluvial plains. Soil stratigraphy generally comprises Pleistocene Age sand, silt and gravel transported by runoff from the High Plains to the north. The upper portions of the soil profile, to depths of up to 100 feet, typically contain more clay than the adjacent Arkansas River Lowlands and are loess-mantled in some areas. We note however, that the surface soils near the bridge are dominated by alluvial deposits from the West Emma Creek. These deposits are in turn underlain by Permian Age bedrock.

3.2 Surface Conditions

The existing span bridge carries Dutch Avenue over West Emma Creek. The asphalt roadway approaches the bridge from the east and west with minimal change in elevation near the bridge. Based on measurements at our boring locations, the asphalt pavement is approximately 8 inches in thickness.

3.3 Subsurface Conditions

Although we observed some variability, the subsurface materials we encountered within the depths of exploration generally comprised fill materials and interbedded lean clay and sand overlying poorly graded sand, which in turn overlies shale bedrock. General descriptions of the strata we encountered are presented below, while more detailed subsurface information is presented on the boring logs located in Appendix B. Please note that the indicated depths are relative to the existing road surface at the time of our exploration.

Stratum 1

We encountered fill materials comprising clayey sand in both of our borings, underlying the existing pavement surface and extending to a depth of 8.5 feet in boring B-1 (west end of bridge) and 10 feet in boring B-2 (east end of bridge). This material, which contained occasional lenses of sandy clay, was generally described as black to very dark gray or very dark brown and moist. We measured Standard Penetration Test (SPT) N-values between 15 and 22 blows per foot (bpf), indicating the clayey sand fill materials are in a medium dense condition.

Stratum 2

We encountered interbedded lean clay, lean clay with sand, sandy lean clay, and clayey sand in boring B-1 between 8.5 and 18.5 feet and in B-2 between 10 and 13.5 feet. These materials were generally described as very dark gray to brownish gray and moist to very moist. We measured SPT N-values between 6 and 22 bpf, indicating the lean clay, lean clay with sand and sandy lean clay are in a medium stiff to stiff condition, while the clayey sand is in a loose condition.

Stratum 3

We encountered poorly graded sand in boring B-1 between 23.5 and 33.5 feet and in boring B-2 between 13.5 and 23.5 feet. This material was generally described as brownish gray, yellowish brown, or very dark gray and wet. We measured SPT N-values between 5 and 14 bpf, indicating the poorly graded sand is in a loose to medium dense condition.

Stratum 4

We encountered shale bedrock in boring B-1 at a depth of approximately 33.5 feet and in boring B-2 at a depth of approximately 23.5 feet. This material was generally described as very soft, olive gray, gray, or dark gray rock in a decomposed condition. We measured SPT N-values between 58 bpf and 50 blows for 6 inches of sampler penetration.

3.4 Groundwater Conditions

Our drill crew made groundwater observations during drilling to evaluate groundwater conditions. We noted groundwater in the borings and at the depths indicated in the following table.

Table 3.4-1: Groundwater Levels

<i>Boring Number</i>	<i>Depth Below Grade During Drilling (ft.)</i>	<i>Elevation (ft.)</i>	<i>Depth Below Grade After Drilling (ft.)</i>	<i>Elevation (ft.)</i>
B-1 (West Abutment)	18	1447.2	15	1450.2
B-2 (East Abutment)	15	1450.7	13	1452.7

The groundwater conditions we observed during our exploration program should not be construed to represent an absolute or permanent condition. Uncertainty is involved with short-term water level observations in boreholes.



The free groundwater surface or groundwater table within unconfined aquifers is generally a subdued reflection of surface topography. Water generally flows downward from upland positions (recharge zones) to low lying areas or surface water bodies (discharge zones). As such, the groundwater level and the amount and level of any perched water on the site may be expected to fluctuate with variations in precipitation, site grading, drainage and adjacent land use. Further, the water elevation is expected to vary locally with changes in the nearby creek level. Long-term monitoring utilizing piezometers or observation wells is required to evaluate the potential range of groundwater conditions.

4. LABORATORY TESTING

Our engineering staff reviewed the field boring logs to outline the depth, thickness and extent of the soil strata. The samples taken from the borings were examined in our laboratory and visually classified in general accordance with ASTM D2488, “*Description and Identification of Soils (Visual-Manual Procedure)*.” We established a testing program to evaluate the engineering properties of the recovered samples. A GSI technician performed laboratory testing in general accordance with the following current ASTM test methods:

- Moisture Content (ASTM D2216, “*Laboratory Determination of Water (Moisture) Content of Soil and Rock*”)
- Unit Weight (ASTM D7263, “*Laboratory Determination of Density (Unit Weight) of Soil Specimens*”)
- Atterberg Limits (ASTM D4318, “*Liquid Limit, Plastic Limit, and Plasticity Index of Soils*”)
- Minus No. 200 Sieve Wash (ASTM D1140, “*Amount of Material in Soils Finer Than the No. 200 (75- μ m) Sieve*”)
- Unconfined Compressive Strength (ASTM D2166, “*Unconfined Compressive Strength of Cohesive Soil*”)

Laboratory test results are presented on the boring logs in Appendix B and are tabulated in Appendix C.

Moisture content and unit weight tests were used to evaluate the existing moisture-density condition of the soils. The Atterberg limits and Minus No. 200 sieve tests were used to help classify the soils under the Unified Soils Classification System. The Atterberg limits were also used to evaluate the plasticity characteristics of the soils. Unconfined compression tests were used to define the stress-strain characteristics and related shear strength of the soils.

The following data summarize our laboratory test results. We used these data to develop the allowable bearing values, anticipated settlements, and other geotechnical design criteria for the project.

- Natural Moisture Content..... 6.1 to 30.6%
- Wet Density..... 132.6 lb/ft³
- Dry Density..... 114.6 lb/ft³



- Unconfined Compressive Strength 5.01 kips/ft²
- Liquid Limit..... 26 to 47
- Plastic Limit..... 16 to 17
- Plasticity Index 10 to 30
- Percent Passing the No. 200 Sieve 12.4 to 51.3%
- Standard Penetration Test (SPT 'N' blows per foot) 5 to 50/6"

Based on the results of this testing program, we reviewed and supplemented the field logs to arrive at the final logs as presented in Appendix B. The final logs represent our interpretation of the field logs and reflect the additional information obtained from the laboratory testing. Stratification boundaries indicated on the boring logs were based on observations made during drilling, an extrapolation of information obtained by evaluating samples from the borings, and comparisons of similar engineering characteristics. Locations of these boundaries are approximate and the transitions between soil types may be gradual rather than clearly defined.

5. CONCLUSIONS AND RECOMMENDATIONS

5.1 General Geotechnical Considerations

The soils we encountered in the test borings are generally capable of supporting the anticipated GRS-IBS abutments. We encountered groundwater at 13 to 15 feet below the current roadway surface, or approximately 12 to 15 feet above the proposed RSF. As such, dewatering and temporary shoring will be required to maintain a stable excavation for GRS-IBS construction.

5.2 Earthwork

5.2.1 Site Preparation

Some earthwork or grading may be required where new bridge approaches extend beyond the existing roadway. These areas should be cleared of all topsoil containing roots, vegetation or a significant percentage of organic matter. We anticipate the topsoil removal depth for this site to be approximately 6 inches. However, the removal depth should be monitored during stripping and adjusted as required. This material should either be removed from the site or stockpiled for later use in unpaved or non-structural areas.

After removal of the surface materials, the subgrade in fill areas should be proof rolled with a loaded tandem axle dump truck or equivalent (loaded water truck, loaded concrete mixer or motor grader). Any soft or unsuitable areas should be compacted or removed and replaced with stable fill material similar in composition to the surrounding soils. If necessary, clean materials such as crushed concrete or crushed gravel may be used to stabilize areas where wet soil or water is present. Further, in areas to accept fill, the top 9 inches of the ground surface should be scarified, moisture conditioned and recompacted to eliminate a plane of weakness along the contact surface.

5.2.2 General Structural Fill

General structural fill used in areas outside the RSF and GRS-IBS mass should consist of granular material or low plasticity cohesive material with a liquid limit (LL) less than 50 and plasticity index (PI) less than 25 and be free from organic matter or debris. Granular fill should have a maximum particle size of 2 inches and meet KDOT freeze/thaw durability and magnesium sulfate soundness requirements.

Provided the material is free from organic matter and debris, the existing lean clay, sandy lean clay and clayey sand materials may be reused as general structural fill.

5.2.3 Compaction of Engineered Structural Fills

Cohesive fill materials should be placed in loose lifts not to exceed 9 inches and be compacted to a minimum of 95 percent of the maximum dry unit weight obtained from ASTM D698. Moisture content at the time of compaction should be controlled to between optimum and 5 percent above the optimum moisture content. The KDOT compaction equivalent is Type AA, at a moisture condition of MR-0-5.

If possible, granular fill materials containing less than 10 percent fines should be compacted to a minimum of 95 percent of the maximum dry unit weight obtained from ASTM D698. Granular fill materials which do not produce a definable moisture-density curve when tested according to ASTM D698 should be compacted to a minimum of 75 percent relative density (ASTM D4253, "*Maximum Index Density and Unit Weight of Soils Using a Vibratory Table*" and ASTM D4254, "*Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density*"). Granular materials should be placed at a moisture content that will achieve the desired densities. Please note that relative density and standard Proctor tests measure different parameters and are not interchangeable.

In general, proper compaction of cohesive soils can be achieved with sheepfoot or pneumatic-type compactors, while compaction of granular soils can be achieved with smooth-drum or smooth-plate vibratory compactors. Water flooding is not an acceptable compaction method for any soil type.

5.2.4 Correction of Unsuitable Foundation Soils

If soft, loose, or otherwise unsuitable soils are encountered at the base of the RSF foundations, an over-excavation and replacement/recompaction procedure will be required. The unsuitable soils beneath the foundations should be removed to the required depth, with the excavation extending laterally 9 inches in all directions for each vertical foot of over-excavation. As a minimum, structural fill for the over-excavated areas should be of similar composition as the surrounding materials or meet the requirements of general structural fill as defined in Section 5.2.2. Backfill material should be compacted in accordance with Section 5.2.3.

5.2.5 Excavation Slopes

Vertical cuts and excavations may stand for short periods of time, but should not be considered stable in any case. All excavations should be sloped back, shored, or shielded for the protection of workers. As a minimum, trenching and excavation activities should conform to federal and local regulations.

The soils we encountered in the test borings generally classify as a type “C” soil according to OSHA's Construction Standards for Excavations. In general, the maximum allowable slope for shallow excavations of less than 20 feet in a type “C” soil is 1.5H:1V, although other provisions and restrictions may apply. If different soil types are encountered, the maximum allowable slope may be different. We also note that saturated and flowing sands will likely be encountered within the proposed excavation depth. Sheet piling or similar shoring will be required to maintain a serviceable excavation.

The Contractor is responsible for designing any excavation slopes or temporary shoring. The Contractor must also be aware that slope height, slope inclination, and excavation depths (including utility trench excavations) should in no case exceed those specified in federal, state, or local safety regulations, such as OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926, or successor regulations.

The information presented in this section is solely for our client's reference. **GSI assumes no responsibility for site safety or the implementation of proper excavation techniques.**

5.2.6 Rock Excavation

We anticipate the shale bedrock at the east abutment can be excavated with standard excavation equipment. However, lenses of harder shale may be present, requiring the use of rock excavation equipment such as rock rippers or hydraulic breakers.

5.3 GRS-IBS Foundations

The proposed GRS-IBS abutments will be supported on compacted aggregate (crushed rock or crushed concrete wrapped in geosynthetic fabric) foundations (or reinforced soil foundations (RSF), in GRS-IBS terminology) at an elevation of 1438 feet. We estimate the GRS-IBS abutments will exert maximum bearing pressures at the base of the RSF on the order of 4,500 pounds per square foot (psf).

Based on the subsurface conditions revealed by the boring and testing program, the RSF for the west abutment will be underlain by approximately 7 feet of poorly graded sand which is in turn underlain by shale bedrock. The RSF for the east abutment will be supported directly on the shale bedrock.

The net allowable soil/rock bearing capacities of the poorly graded sand and shale bedrock are listed below. These values may be increased by one-third for transient loading conditions such as wind or seismic forces.

- Poorly Graded Sand—4,500 pounds per square foot (psf)
- Shale Bedrock—6,000 pounds per square foot (psf)

The allowable bearing capacity is expressed in terms of the net pressure transferred to the soil. The net allowable bearing capacity is defined as the total structural dead load including the weight of the RSF and facing block, less the weight of the soil excavated for the RSF.

If RSF foundations are designed and constructed in accordance with the recommendations presented, total settlements are not expected to exceed 0.25 inches at the east abutment and 0.75 inches at the west abutment. Differential settlements along the GRS-IBS facing wall will be approximately ½ of the total settlement.

We recommend that RSF aggregate be placed as soon as practical after footing excavation, with as little disturbance to the bearing soils as possible. Footing excavations should be free of loose soil or debris. Loose or disturbed soil must be removed or compacted prior to RSF construction. Water that collects in the excavations should be promptly removed to prevent softening of the foundation supporting soils prior to aggregate placement. In addition, we recommend all excavations be observed by our geotechnical personnel prior to placement of aggregate for the possible presence of unsuitable bearing soils. If unsuitable bearing soils are encountered during construction, these areas should be corrected in accordance with Section 5.2.4.

We did not perform a global slope stability analysis of the GRS-IBS abutments as part of our scope of service. Please contact GSI if a global slope stability analysis is required.

5.4 Lateral Earth Pressures

Earth-retaining structures should be designed to withstand lateral earth pressures caused by adjacent soil and applied surcharge loads. The magnitude of the lateral earth pressure will depend on the height of the walls, stiffness of the walls, magnitude of the surcharge loads behind the walls, and the backfill and existing soil conditions behind the walls.

Table 5.4-1: Lateral Earth Pressure Coefficients

Soil Type (USCS Symbol)	Wet Unit Weight (pcf)	Drained Friction Angle (Φ')	At Rest (K_o)	Active (K_a)	Passive (K_p)
Clayey Sand (SC)	125	28	0.53	0.36	2.77
Lean Clay, Sandy Lean Clay (CL)	120	24	0.59	0.42	2.37
Poorly Graded Sand (SP)	120	33	0.46	0.29	3.39
Shale	130	28	0.53	0.36	2.77

The values provided above are empirical and are based on basic testing as well as our experience with similar materials. These values also assume a vertical wall with a horizontal retained surface behind the wall. Please contact us if different backfill materials or wall geometries are a consideration for this project.

Static surcharge loads imposed on the GRS-IBS mass may be computed by multiplying the static surcharge load (q) by the appropriate lateral earth pressure coefficient (K_a or K_o). Sliding friction effects along the base of the GRS-IBS mass may be evaluated using an ultimate sliding friction coefficient (μ) of 0.35. Appropriate factors of safety should be applied to the computed lateral earth pressures and sliding friction resistance.

5.5 Construction Considerations

If construction of the project is to be performed during periods of freezing temperatures, steps should be taken to prevent the soils under RSF foundations from freezing. In no case should the RSF foundation or GRS-IBS mass be placed on frozen or partially frozen materials. Frozen materials should be removed and replaced with a suitable material as described in earlier sections of this report.

Excavations for the GRS-IBS abutments will extend below the adjacent creek level and the observed groundwater table. The contractor should be prepared to dewater and shore excavations as necessary. Because the excavations extend into saturated sands, we anticipate sheet pile or similar

cutoff methods extending into the shale bedrock will be required to maintain a stable excavation and allow for sufficient dewatering. The diversion or damming of the current creek channel may also be considered, as appropriate, during construction.

Above the water table, construction performed during periods of high precipitation may result in saturated unstable soils, and caving or sloughing of excavations. Control of soil moisture will be necessary for successful soil compaction, and to maintain soil bearing capacity.

5.6 Construction Observation and Quality Assurance

We recommend that GSI be retained to review those portions of the plans and specifications that pertain to foundations and earthwork to evaluate consistency with our findings and recommendations. GSI will provide up to 2 hours of engineering support services at no charge to review project documents.

Site grading, including proof-rolling, replacement or recompaction of material, and placement of fill and backfill, should be observed by a quality assurance technician from GSI under the direction of a registered professional engineer. The technician should perform density tests and make any other observations necessary to assure that the requirements of the specifications are being achieved.

It is the opinion of GSI that construction observation by the geotechnical engineer of record or his designated representative is necessary to complete the design process. Field observation services are viewed as essential and a continuation of the design process. Unless these services are provided by GSI, the geotechnical engineer will not be responsible for improper use of our recommendations or failure by others to recognize conditions which may be detrimental to the successful completion of the project.

GSI will be available to make field observations and provide consultation services as may be necessary. A written proposal outlining the cost of construction testing services such as soil, aggregate, and concrete quality assurance can be provided upon request.

6. CLOSING REMARKS AND LIMITATIONS

This report is presented in broad terms to provide an assessment of the subsurface conditions and their potential effect on the adequate design and economical construction of the proposed structure. The analyses, conclusions, and recommendations contained in this report are based on the site conditions existing at the time of the exploration, the project layout described herein, and the assumption that the information obtained from our two borings is representative of subsurface conditions throughout the bridge alignment.

Any changes in the design or location of the proposed structure should be assumed to invalidate the conclusions and recommendations given in this report until we have had the opportunity to review the changes and, if necessary, modify our conclusions and recommendations accordingly. If subsurface conditions different from those encountered in the explorations are observed during construction or appear to be present beneath excavations, GSI should be advised at once so that the conditions can be reviewed and recommendations reconsidered where necessary.

If there is a substantial lapse in time between the submission of this report and the start of construction, or if site conditions or the project layout have significantly changed (due to further development of grading plans, natural causes, or construction operations at or adjacent to the site), we recommend that this report be reviewed to determine the applicability of our previous conclusions and recommendations.

Our geotechnical exploration and subsequent recommendations address only the design and construction considerations contained in this report. We make no warranty for the contents of this report, neither expressed nor implied, except that our professional services were performed in accordance with engineering principles and practices generally accepted at this time and location.

The scope of services for this exploration did not include a wetlands evaluation, an environmental assessment, or an investigation for the presence of hazardous or toxic materials in the soil, surface water, groundwater, or air within or adjacent to this site. If contamination is suspected or is a concern, we recommend the scope of this study be expanded to include an environmental assessment.

This report was prepared by the firm of GSI Engineering, LLC (GSI) under the supervision of a professional engineer registered in the State of Kansas. Report preparation was in accordance with

generally accepted geotechnical engineering practices for the exclusive use of our client for evaluating the design of the project as it relates to the geotechnical aspects discussed herein. Recommendations are based on the applicable standards of the profession at the time of this report within this geographic area. GSI Engineering, LLC will not be responsible for misrepresentation of this report resulting from partial reproduction or paraphrasing of its contents.

We appreciate the opportunity to be of service on this project. Please contact us if we can provide further information regarding the contents of this report or the scope and cost of additional services.

Respectfully submitted,
GSI Engineering, LLC



Thomas C. Kettler, Jr., P.E.
Senior Engineer



David A. Edwards, P.E.
Senior Vice President

TCK/DAE

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Kansas.

Sections covered by this seal:

Sections 1 through 6 and all pages included as appendices within this bound document.

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APPENDIX A

General Vicinity Map
Boring Location Plan

General Vicinity Map

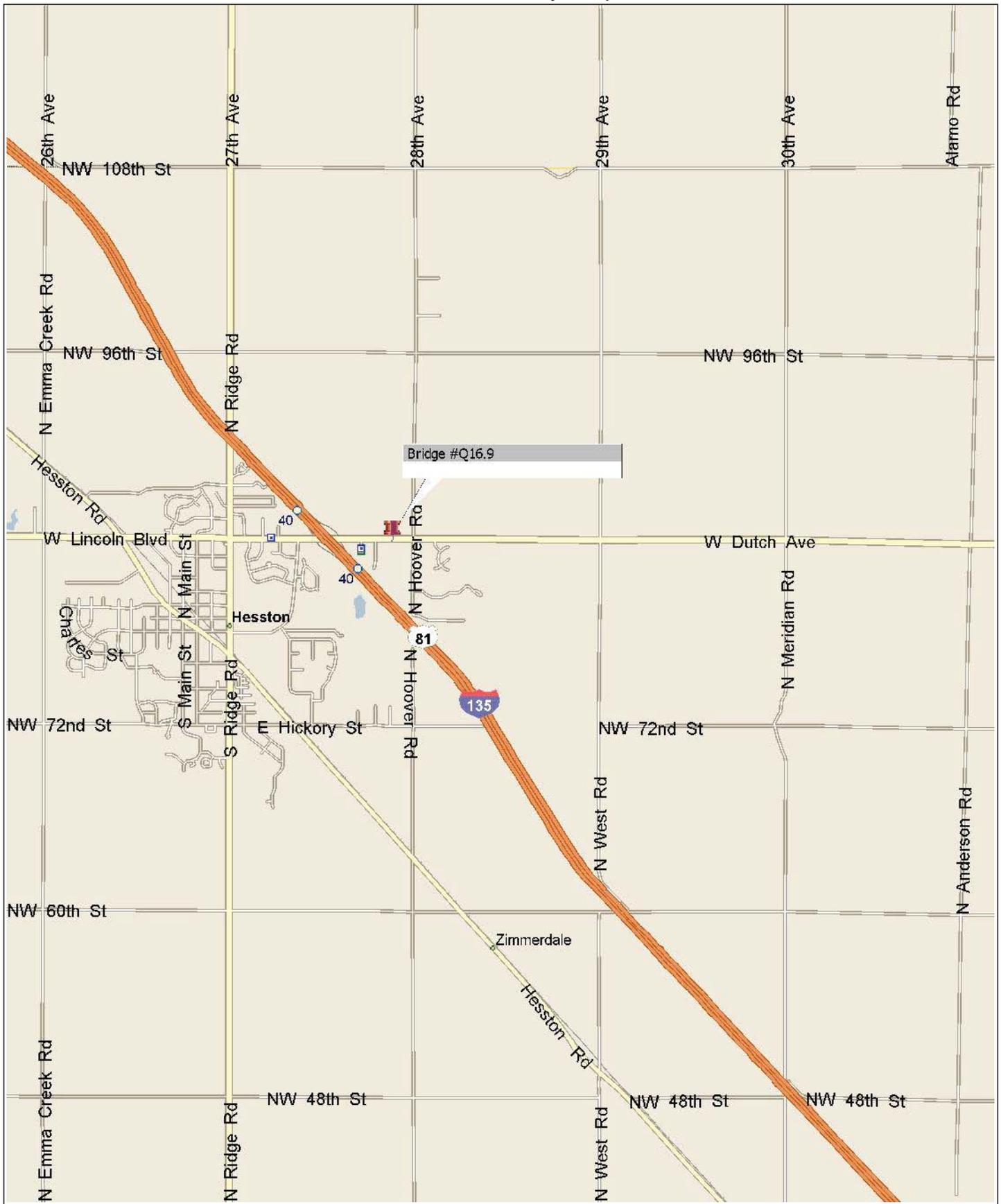




FIG #: 1	PROJ. #: 167049
DATE: 02/29/16	SCALE: NTS
DRAWN BY: TCK	PROJECT MANAGER: TCK



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**BORING LOCATION PLAN
BRIDGE #Q-16.9 REPLACEMENT
HARVEY COUNTY, KANSAS**

APPENDIX B

Boring Logs

Key to Symbols

Legend & Nomenclature

Unified Soil Classification System (USCS)

Rock Descriptors

BORING LOG No. B-1

BORING NO.	LOCATION OF BORING	ELEVATION	DATUM	DRILLER	LOGGER
B-1	West End of Bridge, North Lane	1465.2	BM1	J. Lear	M. Schell
WATER LEVEL OBSERVATIONS			TYPE OF SURFACE		DRILL RIG
WHILE DRILLING	END OF DRILLING	24 HOURS AFTER DRILLING	Asphalt		CME 55
18.0 ft.	15.0 ft.	Boring Plugged After Drilling	3.25-inch Hollow Stem Augers		TOTAL DEPTH 40 ft.

DEP. FT.	SAMPLE DATA			SOIL DESCRIPTION			LABORATORY DATA			ELEV. FT.
	SAMPLE NO. & TYPE	"N" BLOWS (FT)	% REC.	COLOR, CONSISTENCY, MOISTURE		USCS CLASS.	MC %	Dry Dens. pcf	q _u ksf	
				GEOLOGIC DESCRIPTION & OTHER REMARKS						
				8" ASPHALT PAVEMENT	0.5'					
	S-1	16		FILL (CLAYEY SAND)- black, moist, medium dense, trace root hairs			13.1			
	S-2	19		- as above % Pass #200: 34.2		SC	11.2			
5										1460.2
	U-3	n/a		FILL (SANDY LEAN CLAY)- grayish brown, slightly moist, very stiff, sand lenses	5.0'	CL	15.7	114.6	5.01	
	S-4	9		CLAYEY SAND- very dark gray, very moist, loose % Pass #200: 39.0	8.5'	SC	12.4			1455.2
	S-5	6		LEAN CLAY w/SAND- brownish gray, very moist, medium stiff, trace root hairs, sand lenses	13.5'	CL	24.7			1450.2
15										
	S-6	6		LEAN CLAY- very dark gray, wet, medium stiff LL=47; PL=17; PI=30	18.5'	CL	30.6			1445.2
20										
	S-7	5		POORLY GRADED SAND- brownish gray, wet, loose, fine grained	23.5'					1440.2
	S-8	14		- very dark gray, medium dense, medium grained, else as above		SP				1435.2
30										
	S-9	86/11"		SHALE- gray, decomposed, very soft rock, iron stains, heavy rust stains, trace gypsum	33.5'					1430.2
35										
	S-10	50/6"		- dark gray, else as above						
40				Bottom of Boring @ 40'						1425.2



4503 East 47th Street South
Wichita, KS 67210
316-554-0725

PROJECT: Bridge #Q-16.9 Replacement
LOCATION: Near Hesston, Harvey County, Kansas
JOB NO.: 167049
DATE: February 8, 2016

BORING LOG No. B-2

BORING NO.	LOCATION OF BORING	ELEVATION	DATUM	DRILLER	LOGGER
B-2	East End of Bridge, South Lane	1465.7	BM1	J. Lear	M. Schell
WATER LEVEL OBSERVATIONS			TYPE OF SURFACE		DRILL RIG
WHILE DRILLING	END OF DRILLING	24 HOURS AFTER DRILLING	Asphalt		CME 55
15.0 ft.	13.0 ft.	Boring Plugged After Drilling	DRILLING METHOD		TOTAL DEPTH
			3.25-inch Hollow Stem Augers		40 ft.

DEP. FT.	SAMPLE DATA			SOIL DESCRIPTION			LABORATORY DATA			ELEV. FT.
	SAMPLE NO. & TYPE	"N" BLOWS (FT)	% REC.	COLOR, CONSISTENCY, MOISTURE		USCS CLASS.	MC %	Dry Dens. pcf	q _u ksf	
				GEOLOGIC DESCRIPTION & OTHER REMARKS						
				8" ASPHALT PAVEMENT	0.5'					
	S-1	22		FILL (CLAYEY SAND)- very dark brown, moist, medium dense, trace gravel % Pass #200: 34.3			9.9			
	S-2	16		- black, lenses of brown sand, else as above			6.1			
5										1460.7
	S-3	15		- very dark gray, fine to medium grained, else as above % Pass #200: 12.4		SC	8.5			
				- as above						
10	U-4	n/a					7.6			1455.7
	S-4	22		SANDY LEAN CLAY- brownish gray, moist, stiff, rust stains, thin sand lenses LL=26; PL=16; PI=10 % Pass #200: 51.3	10.0'	CL	12.6			
15	S-5	13		POORLY GRADED SAND- brownish gray, wet, medium dense, medium to coarse grained, some thin clay lenses	13.5'		12.2			1450.7
20	S-6	7		- yellowish brown, loose, coarser, else as above		SP				1445.7
25	S-7	75		SHALE- olive green, decomposed, very soft rock, heavy rust stains	23.5'					1440.7
30	S-8	74		- trace gypsum, else as above						1435.7
35	S-9	58		- gray, else as above						1430.7
40	S-10	81		- dark gray, else as above						1425.7
				Bottom of Boring @ 40'						



4503 East 47th Street South
Wichita, KS 67210
316-554-0725

PROJECT: Bridge #Q-16.9 Replacement
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KEY TO SYMBOLS

Symbol Description

Strata symbols



Paving



Fill



Clayey sand



Lean clay w/sand or sandy lean
clay



Low plasticity
clay



Poorly graded sand



Shale

Misc. Symbols



Water table during
drilling



Water table at the conclusion
of drilling

Notes:

1. The exploratory borings were drilled on February 8, 2016 using 3.25-inch inside diameter hollow stem augers.
2. These logs are subject to the limitations, conclusions, and recommendations in this report.
3. Results of tests conducted on samples recovered are reported on the logs.

Boring Log Legend and Nomenclature

Items shown on boring logs refer to the following:

1. **Depth** - Depth below ground surface or drilling platform
2. **Sample** -Types designated by letter:
 - A - Disturbed sample, obtained from auger cuttings or wash water.
 - S - Split barrel sample, obtained by driving a 2-inch split-barrel sampler unless otherwise noted.
 - C - California liner sample, obtained using a thick-walled liner sampler containing 2-inch-diameter liner tubes.
 - U - Undisturbed sample, obtained using a thin-walled tube, 3-inch-diameter, or as noted, and open sampling head.

Recovery - Recovery is expressed as a percentage of the length recovered to the total length pushed, driven or cored.

Resistance - Resistance is designated as follows:

 - P - Sample pushed in one continuous movement by hydraulic rig action.
 - 12 - The Standard Penetration Resistance is the number of blows for the last 12 inches of penetration of split spoon sampler, driven by a 140-pound hammer falling 30 inches.
 - 50/4" - Number of blows to drive sampler distance shown.
3. **Soil Description** - Description of material according to the Unified Soil Classification: word description giving soil constituents, consistency or density, and other appropriate classification characteristics. Geologic name or type of deposit and other pertinent information, where appropriate, is shown under Geologic Description or other Remarks. A solid line indicates the approximate location of stratigraphic change.
4. **Lab Data** – Laboratory test data.
5. **Legend**

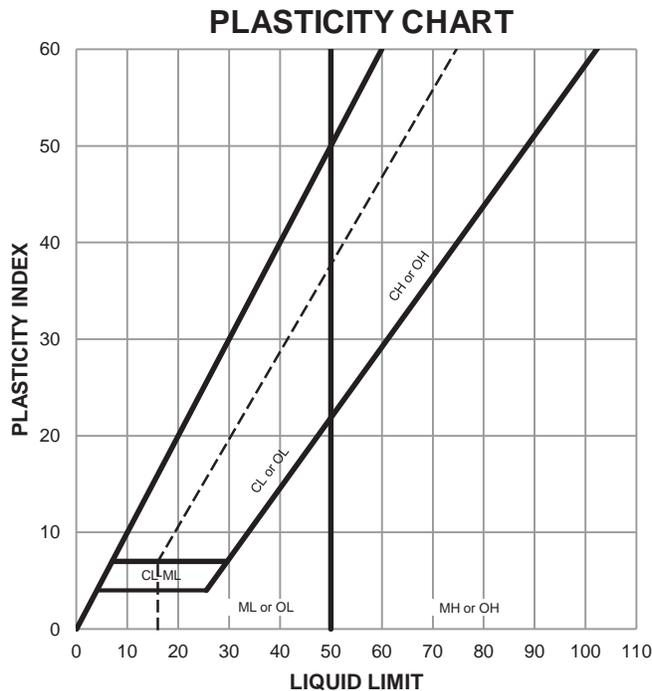
A.D. — After drilling	N.A. — Not Applicable
A.T.D. — At time of drilling	N.D. — Not detectable due to
C.F.A. — Continuous flight auger	drilling method
D.W.L. — Drill water loss	N.E. — None encountered
D.W.R. — Drill water return	N.R. — Not recorded
E.D. — End of drilling	R.Q.D. — Rock quality designation
H.B. — Hole backfilled	R.W.B. — Rotary wash boring
6. **Limitations** - The lines between materials shown on the boring logs represent approximate boundaries between material types and the changes may be gradual. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water levels may occur with time. The boring logs in this report are subject to the limitations, explanations and conclusions of this report.

UNIFIED SOIL CLASSIFICATION SYSTEM

GROUP NAME	GROUP SYMBOL	SOIL DESCRIPTION	COMMENTS
Peat	Pt	Highly Organic Soils	50% or More Is Smaller than No. 200 Sieve
Fat Clay	CH	Clay - Liquid Limit \Rightarrow 50*	
Elastic Silt	MH	Silt - Liquid Limit \Rightarrow 50*	
Lean Clay	CL	Clay - Liquid Limit $<$ 50*	
Silt	ML	Silt - Liquid Limit $<$ 50*	
Silty Clay	CL-ML	Silty Clay*	
Clayey Sand	SC	Sands with 12 to 50% Smaller than No. 200 Sieve	More than 50% Is Larger than No. 200 Sieve and % Sand $>$ % Gravel
Silty Sand	SM	Sands with 5 to 12% Smaller than No. 200 Sieve	
Poorly-Graded Sand with Clay	SP-SC	Sands with Less than 5% Smaller than No. 200 Sieve	
Poorly-Graded Sand with Silt	SP-SM		
Well-Graded Sand with Clay**	SW-SC		
Well-Graded Sand with Silt**	SW-SM		
Poorly-Graded Sand	SP	Gravels with 12 to 50% Smaller than No. 200 Sieve	
Well-Graded Sand**	SW		
Clayey Gravel	GC	Gravels with 5 to 12% Smaller than No. 200 Sieve	More than 50% Is Larger than No. 200 Sieve and % Gravel $>$ % Sand
Silty Gravel	GM		
Poorly-Graded Gravel with Clay	GP-GC		
Poorly-Graded Gravel with Silt	GP-GM		
Well-Graded Gravel with Clay**	GW-GC		
Well-Graded Gravel with Silt**	GW-GP		
Poorly-Graded Gravel	GP	Gravels with Less than 5% Smaller than No. 200 Sieve	
Well-Graded Gravel**	GW		

*See Plasticity Chart for definition of silts and clays. If organic, use OL or OH.

**See definition of well-graded



LEGEND OF TERMS

MOISTURE CONDITIONS
Dry, Slightly Moist, Moist, Very Moist, Wet (Saturated)

SOIL CONSISTENCY

Fine-Grained Soils

Description	SPT (N)	UCS (q_u , tsf)
Very Soft	0-2	0-0.25
Soft	2-4	0.25-0.50
Medium Stiff	4-8	0.50-1.0
Stiff	8-16	1.0-2.0
Very Stiff	16-32	2.0-4.0
Hard	>32	>4.0

Coarse-Grained Soils

Description	SPT (N)
Very Loose	0-4
Loose	4-10
Medium Dense	10-30
Dense	30-50
Very Dense	>50

CLASSIFICATION OF SANDS & GRAVELS

Boulders	Cobbles	Coarse Gravel	Fine Gravel	Coarse Sand	Medium Sand	Fine Sand	Fines (Silt or Clay)
10"	3"	3/4"	#4	#10	#40	#200	

Well-Graded Sands (SW): $C_u \geq 6$ and $1 \leq C_c \leq 3$

Well-Graded Gravels (GW): $C_u \geq 4$ and $1 \leq C_c \leq 3$





DEGREE OF WEATHERING

Descriptor	Definition
Unweathered	No evidence of any chemical or mechanical alteration
Slightly Weathered	Slight discoloration on surface, slight alteration along discontinuities, less than 10% of the rock volume altered
Moderately Weathered	Discoloring evident, surface pitted and altered with alteration penetrating well below rock surfaces, weathering "halos" evident, 10% to 50% of the rock altered
Highly Weathered	Entire mass discolored, alteration pervading nearly all of the rock with some pockets of slightly weathered rock noticeable, some minerals leached away
Decomposed	Rock reduced to a soil with relict rock texture, generally molded and crumbled by hand

HARDNESS

Descriptor	Definition
Very Soft	Can be deformed by hand
Soft	Can be scratched with a fingernail
Moderately Hard	Can be scratched easily with a knife
Hard	Can be scratched with difficulty with a knife
Very Hard	Cannot be scratched with a knife

TEXTURE*

Texture	Grain Diameter	Particle Name	Rock Name
*	80 mm	Cobble	Conglomerate
*	5 - 80 mm	Gravel	
Coarse Grained	2 - 5 mm		
Medium Grained	0.4 - 2 mm	Sand	Sandstone
Fine Grained	0.1 - 0.4 mm		
Very Fine Grained	0.1 mm	Clay, silt	Shale, Claystone, Siltstone

* Sedimentary Rocks

ROCK STRUCTURE

Descriptor	Definition
Massive	3 feet thick or greater
Thick Bedded	Beds from 1 foot to 3 feet thick
Medium Bedded	Beds from 4 in. to 1 foot thick
Thin Bedded	4 inches thick or less

DISCONTINUITIES

Joints

- 1.) Type: Type of joint if it can be readily determined (i.e., bedding, cleavage, foliation, schistosity, or extension.)
- 2.) Degree of joint wall weathering:
 - (i) Unweathered: No visible signs are noted of weathering; joint wall rock is fresh, crystal bright.
 - (ii) Slightly weathered joints: Discontinuities are stained or discolored and may contain a thin coating of altered material. Discoloration may extend into the rock from the discontinuity surfaces to a distance of up to 20% of the discontinuity spacing.
 - (iii) Moderately weathered joints: Slight discoloration extends from discontinuity planes for greater than 20% of the discontinuity spacing. Discontinuities may contain filling of altered material. Partial opening of grain boundaries may be observed.
 - (iv) Highly weathered joints: Entire mass discolored, alteration pervading nearly all of the rock with some pockets of slightly weathered rock noticeable, some minerals leached away.
 - (v) Completely weathered joints: Rock reduced to a soil with relict rock texture, generally molded and crumbled by hand.

APPENDIX C

Field & Laboratory Test Results

SUMMARY OF FIELD AND LABORATORY TESTS

BORING NO.	SAMPLE NO.	SAMPLE DEPTH (ft.)	DIA. (in.)	MOISTURE CONTENT (%)	UNIT WEIGHT		VOID RATIO (e)	SAT. (%)	UNCONF. COMPR. STR. (ksf)	ATTERBERG LIMITS			PASS NO. 200 (%)	SPT "N" (blows /ft)	USCS SOIL CLASS.	
					WET (pcf)	DRY (pcf)				LL	PL	PI				
B-1	S-1	0.5-2.0		13.1									16	FILL (SC)		
	S-2	2.5-4.0		11.2							34.2		19	FILL (SC)		
	U-3	5.0-6.5	2.83	15.7	132.6	114.6	0.443	94	5.01				n/a	FILL (CL)		
	S-4	8.5-10.0		12.4								39.0		9	SC	
	S-5	13.5-15.0		24.7										6	CL w/Sand	
	S-6	18.5-20.0		30.6							47	17	30		6	CL
	S-7	23.5-25.0													5	SP
	S-8	28.5-30.0													14	SP
	S-9	33.5-35.0													86/11"	Shale
	S-10	38.5-40.0													50/6"	Shale
B-2	S-1	0.5-2.0		9.9									34.3	22	FILL (SC)	
	S-2	2.5-4.0		6.1										16	FILL (SC)	
	S-3	5.0-6.5		8.5								12.4		15	FILL (SC)	
	U-4	8.5-10.0		7.6										n/a	SC	
	S-4	10.0-11.5		12.6							26	16	10	51.3	22	Sandy CL
	S-5	13.5-15.0		12.2											13	SP
	S-6	18.5-20.0													7	SP
	S-7	23.5-25.0													75	Shale
	S-8	28.5-30.0													74	Shale
	S-9	33.5-35.0													58	Shale
S-10	38.5-40.0													81	Shale	



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PROJECT Bridge #Q-16.9 Replacement	
LOCATION Near Hesston, Harvey County, Kansas	
PROJECT NUMBER 167049	DATE February 29, 2016